



# USAID | GUYANA

FROM THE AMERICAN PEOPLE

**Issue Date: March 23, 2009**  
**Closing Date: May 6, 2009**  
**Closing Time: 12:00 P.M Dominican Republic Time**

**Subject: USAID/GUYANA – Request for Proposals (RFP) No. 504-09-004**  
**Governance Improvement Program**

Dear Prospective Offerors:

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

This is a full and open competition, under which any type of U.S. organization (large or small commercial [for profit] firms, educational institutions, and non-profit organizations) is eligible to compete. The procedures set forth in FAR Part 15.1 will apply.

USAID plans to award a Cost Plus Fixed-Fee-type contract with a total estimated cost between \$6.5 and \$7.2 million over a base period of 48 months. Revealing the estimated range for the contract does not mean that Offerors should necessarily strive to meet the maximum amount estimated. Offerors must propose costs that they believe are realistic and reasonable for the work. Cost Proposals will be evaluated as part of a best value determination for contract award, including cost effective approaches to achieving the results.

Offerors are advised that funds are not yet available and award is subject to availability of funds. This solicitation in no way obligates USAID to award a contract, nor does it commit USAID to pay any cost incurred in the preparation and submission of the proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government.

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

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

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

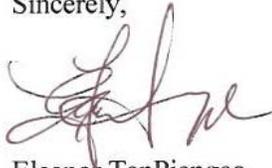
**Questions and Answers:** The deadline for receiving questions is April 6, 2009. Questions shall be submitted to the Contracting Officer at [etanpiengco@usaid.gov](mailto:etanpiengco@usaid.gov) and the Acquisition Specialist María Virginia García at [margarcia@usaid.gov](mailto:margarcia@usaid.gov).

The RFP, once issued, and subsequent amendments thereto, can be downloaded from the Federal Business Opportunities (“FBO”) web site. The Worldwide Web address is <http://www.fedbizopps.gov>. It is the responsibility of the recipient of

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

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

Sincerely,

A handwritten signature in dark ink, appearing to read 'Eleanor TanPiengco', written in a cursive style.

Eleanor TanPiengco  
Regional Contracting Officer

Encl: RFP 504-09-004

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 1	PAGES xxx
2. CONTRACT NUMBER	3. SOLICITATION NUMBER 504-09-004		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 03/23/09	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY USAID/Santo Domingo Regional Contracting Office			CODE	8. ADDRESS OFFER TO (If other than Item 7)		

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

### SOLICITATION

9. Sealed offers in original and N/A 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 \_\_\_\_\_ until \_\_\_\_\_ (Hour) \_\_\_\_\_ (Date) local time \_\_\_\_\_.

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	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE 809	NUMBER 221-1100	EXT.

### 11. 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 USAID/SANTO DOMINGO CONTROLLER OFFICE	
26. NAME OF CONTRACTING OFFICER (Type or print)  Eleanor TanPiengco		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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**PART I - THE SCHEDULE**

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.1 PURPOSE**

The purpose of this contract is to implement a **follow-on** program in Democracy and Governance in Guyana. The expected end-of-program outcome is the further consolidation of democratic governance and the intermediate outcomes, specifically: IR 1 - Greater consensus reached among key stakeholders on issues of national interest; IR 2 - Local governance regulatory framework and operational environment improved; and IR 3 - Systems and processes for Rule of Law and Human Rights improved.

**B.2 CONTRACT TYPE**

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

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

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

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$TBD. The Contractor shall not exceed the aforesaid obligated amount in accordance with the Limitation of Funds clause, FAR 52.232.22.

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

**B.4 PRICE SCHEDULE**

CONTRACT LINE ITEMS	AMOUNT
<b><u>CLIN I: Greater Consensus Reached Among Key Stakeholders on Issues of National Interest Activities (IR 1)</u></b>	X% TEC
<b><u>CLIN II: Local Governance Regulatory Framework and Operational Environment Improved Activities (IR 2)</u></b>	X% TEC
<b><u>CLIN III: Systems and Processes for Rule of Law and Human Rights Strengthened Activities (IR 3)</u></b>	X% TEC
<b><u>CLIN IV: Subgrants</u></b>	X% TEC
<b>CLIN V: Fee</b>	

<b>TOTAL ESTIMATED COST PLUS FIXED FEE</b>	
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**B.5 INDIRECT COSTS (DEC 1997)**

The contract clause entitled “Allowable Cost and Payment (DEC 2002)”, FAR Subpart 52.216-7, specifies that the indirect cost rates shall be established for each of the Contractor’s accounting periods which apply to this contract. Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

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

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

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

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

**B.6 COST REIMBURSABLE**

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

## SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### C.1 STATEMENT OF WORK

#### I. INTRODUCTION

USAID/Guyana is implementing a **follow-on** program in Democracy and Governance for the period 2009-2013. The Program comprises four areas, in keeping with USAID's Operational Plan (OP) Framework: **Rule of Law and Human Rights; Good Governance; Consensus Building and Political Processes; and Civil Society**. The expected end-of-program outcome is further consolidation of democratic governance and the intermediate outcomes are: greater consensus reached among key stakeholders on issues of national interest; local governance regulatory framework and operational environment improved; and systems and processes for Rule of Law and Human Rights improved. All of these are essential for greater consolidation of democracy in Guyana.

The program proposed and described in this Statement of Work is intended to build on the achievements of the 2004-2008 program and will be implemented through three separate but integrated components to achieve the overall goal. All activities therefore must ensure maximum synergies across components leading to the ultimate overall goal of further consolidation of democratic governance in Guyana.

#### II. BACKGROUND

**The Political Context:** Guyana's history of African slavery, Indian indentured labor, and colonial authoritarianism left independent Guyana with a troubled legacy of conflicting political, economic, cultural, and social interests. During the immediate pre- and post-independence periods, these differences were further manipulated by external powers as a result of geopolitical interests. These historical forces resulted in the emergence of the two dominant political parties, which coalesced primarily along ethnic lines: the Peoples National Congress Reform (PNC/R), allied to the African populace, which held power from 1964 to 1992, and the People's Progressive Party Civic (PPP/C), constituted chiefly by East Indians, which has held power since national elections in 1992. East Indians account for 43% of the population and Africans, Amerindians and Mixed persons account for 30%, 9% and 17%, respectively. Both major parties rely on ethnic allegiance for electoral support, and this ethnic polarization has resulted in suspicion and antagonism between political parties and accusations of favoritism by whichever party is not in power. The elections of 1992, 1997 and 2001 were accompanied by violence and hostility, mainly in the capital and largely between the two main ethnic groups.

However, the 2006 elections of national and regional officials and Members of Parliament were the first free and fair, non-violent election since 1992 and were seen as an important step towards improving democratic governance. Another significant result of those elections was that for the first time in decades a third party, the Alliance for Change (AFC) with a multi-ethnic membership from both the PPP and the PNC, young professionals and business persons, won enough votes to obtain five seats in Parliament. A coalition of two other minority parties obtained one seat.

**Local Government Reform:** Constitutional amendments provide for greater local government autonomy, including the autonomy to raise local revenue through taxation and involvement of local government bodies in the hierarchical decision making structure. Amendments also provide for a formula for incorporating constituency-based candidacy into the electoral system and a local government commission that will have nation-wide jurisdiction for the management and administration of the local government system. However, this process of reform that favors more autonomous and accountable local government, with less control by political parties and relevant legislation and legislative amendments, is yet to be completed and has been in abeyance since 2004.

**Elections:** The 2006 national elections were the first violence-free elections since 1992. Assessments of the elections have indicated that the coordinated efforts of the private sector, donors, civil society, media and the Guyana Elections Commission (GECOM) have contributed to this significant accomplishment for Guyana and its citizens. As part of its preparations for Local Government elections, GECOM has conducted a house-to-house registration process with a view of compiling a new Register of Registrants from which the Voters List will be extracted. However, before these elections

can be held there is need for some reforms to be implemented, including legislative changes. Local elections in the country's six municipalities and 65 Neighborhood Democratic Councils (NDCs) have not occurred for 14 years, and are now expected in 2009.

**Judiciary:** Guyana's judiciary is not sufficiently independent, although it appears to be more independent of the executive branch than has been the legislature. In addition, the administration of justice is plagued by systemic constraints that have led to less than timely access to justice. USAID has been working with the justice sector to build institutional capacity and institutionalize Mediation (as a means of Alternative Dispute Resolution (ADR) to assist in reducing the backlog of civil cases. Over the last year, the number of civil cases resolved through Mediation has increased but there is need for amendments to the rules of court to allow for court directed mediation. In addition, there continues to be some degree of resistance by attorneys to the use of mediation.

**Civil Society:** Civil society organizations (CSOs) continue to play an important role in the political and social milieu of Guyana. In the last ten years, largely in response to donor funds, non-governmental organizations (NGOs) have emerged that have emphasized national economic development, political advocacy, and the rights of disadvantaged groups such as Amerindians, women, children, and prisoners. The effectiveness of these organizations is frequently hampered by limited technical and organizational capacity. In addition, many civil society organizations have often tended to form along ethnic lines and are largely Georgetown-based. There continues to be some degree of mistrust between the Government and civil society about each other's intention in the overall framework of development efforts. Notwithstanding, civil society is emerging as an important force in national governance, and may eventually serve an important role in decreasing political polarization - as a buffer between rival political forces and as an instrument for resolving local conflict and influencing public policy.

A January 2008 assessment of the governance environment in Guyana indicated that **“The fundamental dysfunction of Guyana's democracy – ethno-political mobilization – will be slow to change, but must be addressed if Guyana is to realize its great potential. All of the other major democracy and governance problems (good governance, justice, etc.) are subsidiary to this underlying dynamic, so programs that fail to address, even in subtle ways, the root problem will likely be marginal and unsustainable in the long term.** Given a democracy and governance environment marked by continuity (even intransigence) in many respects, but also by historic events bringing some hope..., there appear to be new opportunities to focus the USAID program to more effectively address core issues.” That assessment mirrored the conclusion of a 2002 Democracy and Governance Assessment, which found that because of the continued ethno-political cleavage, donor programs tended to “mask themselves behind the most innocuous titles and descriptions possible,” and asserted that “a meaningful Democracy and Governance strategy must break this pattern and be less risk-averse.” One historic event that brought hope for future progress was the free, fair and non-violent national election that occurred in 2006 – the first violence-free election in 14 years, which also resulted in a new party gaining seats in the National Assembly.

### III. STATEMENT OF WORK

This program is estimated to be a **\$6.5m - \$7.2m** effort implemented over a four year period and covers three components which are linked to ensure attainment of the overall objective of the program. Through this program, USAID aims to provide targeted technical assistance, training and commodities to the Government of Guyana (GoG), semi-autonomous agencies and NGOs. The ultimate objective of the program is to further consolidate democratic governance through improving governance systems, processes and institutions. This program will specifically identify and address ways of improving local governance administration, elections and political processes and specified judicial systems and processes and strengthening civil society.

The successful Offeror will support a comprehensive portfolio of democracy and governance (DG) program activities that covers the continuum from assessment of related activities of the previous DG program, identification of needs and gaps, development/implementation of effective approaches and provision of capacity building assistance. The contractor(s) will collaborate with USAID/Guyana and other DG stakeholders in the GOG, donor community and civil society to strengthen USAID/Guyana's comparative advantage and promote the utilization of best practices in addressing governance issues.

**A. Results Framework**

To overcome the above-mentioned barriers and contribute to greater consolidation of democratic governance in Guyana, USAID/Guyana's DG Program will seek to address the underlying dynamic of ethno-political mobilization. Some areas of focus are: promoting issue and evidence-based political discourse and democratic elections, and supporting effective, representative democratic governance at local and community levels. In addition, it is expected that linkages between and among the Mission's other programs – Health and Economic Growth – will be actively pursued. Gender and gender mainstreaming and environmental issues are also expected to be integrated into the design of activities. Accordingly, democratic governance will be further consolidated in Guyana to the degree that democratic processes and governance institutions and systems:

- Promote consensus building among stakeholders: within and among political parties, between them and key organizations within civil society and the private sector;
- Support more efficient and effective local government bodies and regulatory framework;
- Contribute to free, fair and violence-free local and national elections;
- Contribute to increased awareness by citizens about their civic rights and responsibilities, and encourage their greater involvement in decision making processes, either as individuals or through civil society organizations; and
- Improve the rule of law and human rights through the institutionalization of mediation as a form of Alternate Dispute Resolution and prosecution of cases of Trafficking in Persons (TIPs).

The Results Framework below shows the relationship between the Strategic Objective (SO), the Intermediate Results (IRs) and Sub-IRs. IR 1 represents the most important of the three components in both programmatic and budgetary terms followed by IRs 2 and 3. As shown below, the Strategic Objective (SO) of the Democracy and Governance program strategy is to “further consolidate democratic governance in Guyana.” Taken together, three Intermediate Results (IRs), each of which is supported by Sub-IRs, are designed to produce that highest-level SO.

IR 1 – Greater Consensus Reached Among Key Stakeholders On Issues Of National Interest – will be achieved by political parties engaging on issues of national importance (Sub IR 1.1), creating an enabling environment for interaction among political parties, the private sector and civil society (Sub IR 1.2) and increasing the visibility of Civil Society Organizations (CSOs) (Sub IR 1.3). Various regional and global issues have been identified by Guyanese stakeholders as having a major potential impact on the country's development over the next five years. These include climate change and its implications for flooding, the food crisis (which is seen as both a challenge and an opportunity), and the fuel crisis. These are the types of topics that lend themselves to productive and positive inter-sectoral interaction, as called for in Sub IRs 1.1 and 1.2.

The second IR (IR 2.2) is to improve local governance in target communities, primarily through increasing citizens' awareness of how local governance affects their communities (Sub IR 2.1) and strengthening newly-elected, targeted local government bodies (Neighborhood Democratic Councils – NDCs and/or municipalities).

The third IR focuses on the improvement of systems and processes related to Rule of Law and Human Rights through improving access to justice (Sub IR 3.1); and increasing the prosecution of TIPs cases (Sub IR 3.2).

**SO: DEMOCRATIC GOVERNANCE FURTHER CONSOLIDATED****IR 1 Greater Consensus Reached Among Key Stakeholders on Issues of National Interest**

IR 1.1 Political Parties' Engagement on Issues of National Importance Increased

IR 1.2 Enabling Environment Created for Interaction Among Stakeholders

IR 1.3 Visibility of Civil Society Increased

**IR 2 Local Governance Regulatory Framework and Operational Environment Improved**

IR 2.1 Citizens' Participation in Local Governance Increased

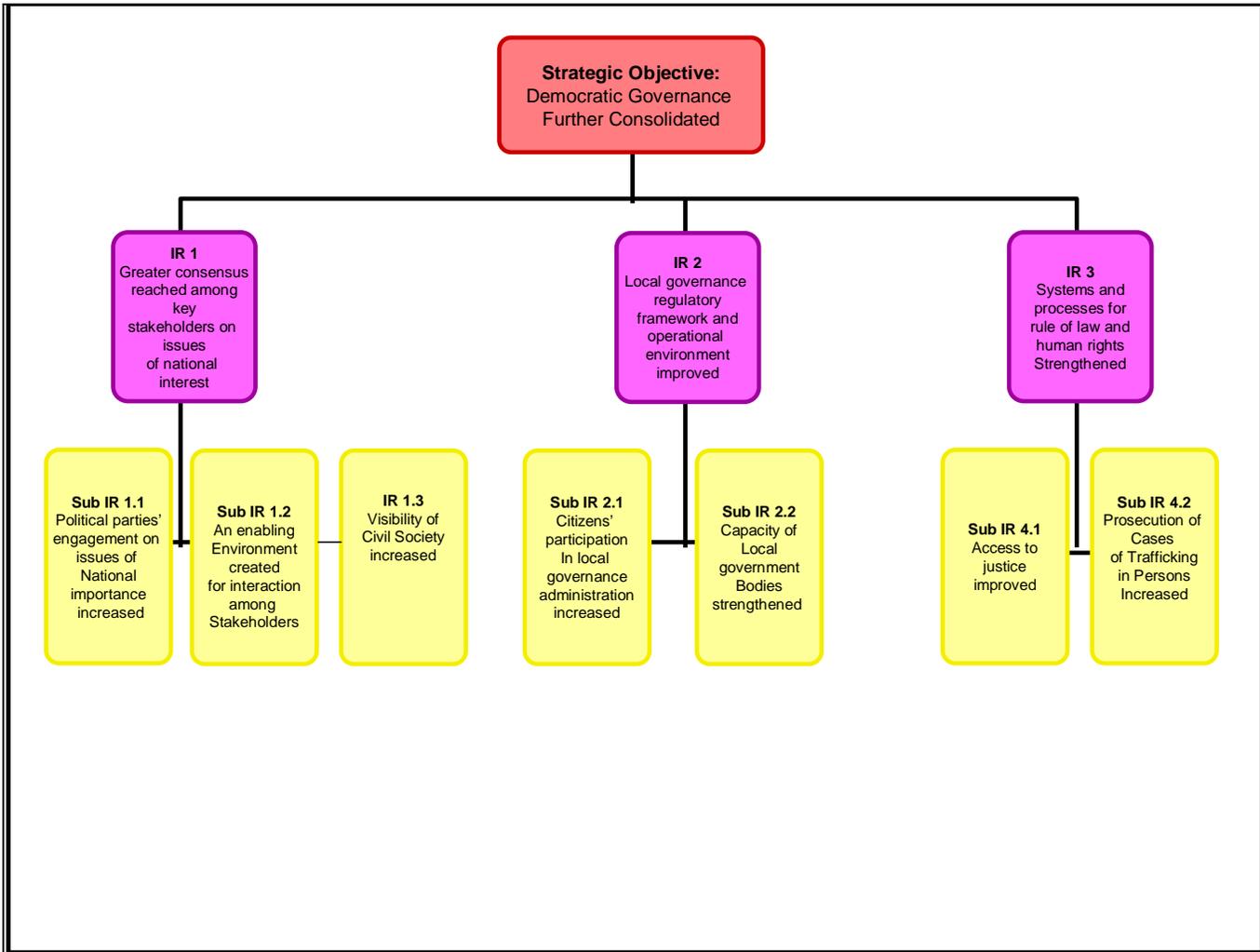
IR 2.2 Capacity of Local Government Bodies Strengthened

**IR 3 Systems and Processes for Rule of Law and Human Rights Strengthened**

IR 3.1 Access to Justice Improved

IR 3.2 Prosecution of cases of Trafficking in Persons Increased

Annex 1 provides a schematic of the relationship between the Results Framework and the Operational Plan Framework (Program Areas, Elements and Sub-Elements). The Offeror is requested to utilize the OP Framework to present its technical and cost proposals.



**Outcomes/Results To Be Accomplished**

The Statement of Work provides the justification for selected interventions, each with several illustrative approaches for achieving program results. The Offeror is not limited to these approaches and is encouraged to develop additional approaches, based on international best practices. However, it is imperative that the Offeror propose approaches and activities that will build upon the achievements of the 2004-2008 program. Offerors shall refer to **“Outcomes to be Achieved”** identified at the end of each IR narrative - to ensure that proposed approaches will produce expected end-of-project results. The Offeror shall propose activities that will produce measurable results on an annual basis that will contribute to (cumulative) progress towards end-of-project results.

The Offeror shall be responsible for the following set of outcomes at the end of the award.

**INTERMEDIATE RESULT (IR) 1: *Greater consensus reached among key stakeholders on issues of national interest.***

Decision making on issues of national interest involving the two main political parties and the other parliamentary political parties has not been timely, even though the National Assembly was identified as the forum for such dialogue and other initiatives aimed at encouraging engagement were pursued. At the same time, there is little dialogue between and among leaders of political parties, the private sector and civil society organizations on such issues. However, in order for such dialogue to be useful, there is need for stakeholders to utilize an ‘issue-based’ approach in their engagements. It also requires that their institutional frameworks and modus operandi accommodate this approach and citizens have timely access to information and are able to hold leaders and decision-makers accountable. Thus, it is expected that assisting the Government of Guyana (GOG) in holding national and local elections and associated processes; supporting initiatives to encourage greater harmony and tolerance and increase access to information (largely through civic education initiatives); and building capacities of stakeholder organizations to support other program objectives and initiatives will be addressed under this IR. The involvement of youths, women and other disadvantaged or marginalized groups will require special attention. To the extent possible, efforts should be made to introduce and integrate training courses into the programs of accredited education institutions at levels that are likely to produce meaningful program results within the contract period.

**The Offeror shall devote approximately 55% of resources for this IR, which is divided into three sub-IRs. Each Offeror’s proposal shall include specific activities/approaches that shall achieve the expected outcomes listed below:**

**Outcomes to be Achieved**

- Political parties, private sector groups, and civil society organizations engage, as equal partners, on issues of national importance on a periodic basis.
- Political parties engage in processes to promote democratic principles, transparency and greater accountability to its membership.
- Electoral processes for local and national elections are acceptable to main political parties.
- Mechanisms and institutions to foster tolerance and harmony at the national, regional, and community levels are established and/or re-energized.
- At least five CSOs/CSO networks regularly provide contributions to decision making processes.
- Citizens have an improved understanding of local, national and relevant international issues.
- A cadre of suitably trained ‘young leaders’ to serve as catalysts for change.

**IR 1.1 *Political Parties’ Engagement on Issues of National Importance Increased***

Several Guyanese and non-Guyanese citizens presume that decision-making is influenced by party interest and indirectly, by ethnic considerations. Up to now, the political leadership of the major parties has hesitated to take a strong stand against ethnically-driven politics. However, to gain the social and economic benefits of racial harmony and societal stability, political actors themselves must demonstrate the will to resolve ethno-political differences and focus on substantive issues of concern to Guyanese citizens regardless of their ethnicity. The Offeror shall support this process by increasing the awareness of leaders and members of political parties to more constructive alternatives.

*Illustrative Approaches*

- Provide opportunities for dialogue and consensus building processes among parties.
- Facilitate seminars and public events on major global, regional and domestic issues that are likely to affect the socioeconomic development of Guyana over the next five years with the participation of political parties, the private sector, CSOs, academics and leading experts.
- Provide technical assistance and training to all political parties on issues such as the use of polling, platform development, internal organization and financing, candidate debates, constituency and public outreach.
- Support a “young leaders” program for youth to engage one another in meaningful, issue-based dialogue.

**IR 1.2** *Enabling Environment Created for Interaction Among Stakeholders*

This sub-IR seeks to address the issues of ethno-political hostility, elections and political processes and civic education, as a means of improving the enabling environment for interaction among stakeholders. The involvement of the Diaspora may be considered as a mechanism for achieving results under this sub-IR.

The use of ethnicity by politicians to divide citizens can threaten the consolidation of democratic governance in Guyana and also result in a humanitarian crisis that imperils the very integrity of the nation. Thus, mechanisms and institutions to promote greater social tolerance and harmony at the national and community levels must be pursued. The Offeror will propose activities that will be pursued concurrently, through support for national and community based mechanisms and initiatives. In addition, the Offeror shall propose initiatives to promote healing and reconciliation.

National elections and electoral processes represent one of the most contentious areas between and among political parties in Guyana largely because of the winner-takes-all electoral system. This system results in some level of dissatisfaction among the 'losers'. In addition, the perceived inefficiencies of the electoral management body (EMB) contribute to suspicion and dissatisfaction. The Offeror shall propose activities to support the holding of local government and national elections, focusing on electoral and political processes (including high-level policy dialogue in support of reforms). Support for elections-related activities (for both local and national elections) will not exceed \$500,000.

For citizens to be able to exercise their rights and responsibilities, they must have access to information. The Offeror will propose approaches for institutionalizing civic awareness programs by assisting beneficiary organizations to integrate them into their routine activities and programs.

*Illustrative Approaches*

- Support high level diplomatic policy dialogue aimed at increasing tolerance and ethnic harmony. The involvement of the Guyanese Diaspora should also be considered.
- Provide training and technical assistance for national, regional and community based initiatives to promote tolerance and inter-ethnic cooperation (e.g. the Ethnic Relations Commission, Regional Democratic Councils, Neighborhood Democratic Councils, Private Sector Organizations, Community Based Organizations, etc. ).
- Support local and national elections and electoral processes such as public and voter education activities, training of polling day staff.
- Disseminate information - studies, surveys and other materials – on issues of national importance and the rights and responsibilities of citizens through civic education programs in schools, local government bodies, CSOs and other institutions capable of sustaining such programs. Increasing citizens' access to the Internet, as a means of disseminating information may be considered.

**IR 1.3** *Visibility of Civil Society Increased*

Inclusion and participation are mutually reinforcing: where there are mechanisms and structures that account for the opinions and aspirations of citizens, and where incentives operate for the confident exercise of citizenship, the state and citizens build a productive governance relationship. However, in order to be considered as partners in development and make meaningful contributions to decision-making at various levels, civil society organizations (CSOs) will need to increase their visibility through increased capacity and credibility and engaging the media. In addition to activities and approaches that will raise the visibility of individual CSOs, the Offeror will work to amplify their role as decision-makers and change agents by assisting them to form alliances and networks across issues, sectors and geographic space. The role of the media is critical to raising the visibility of CSOs. However, the Offeror will be required to network with the Universities of Guyana and Ohio, beneficiaries of a Higher Education Partnership (HED) Grant for improving the content and delivery of the communications program and the capacity of media practitioners, in pursuit of activities in that regard.

*Illustrative Approaches*

- Provide training and institutional capacity building support to CSOs engaged in advocacy for their interests or the delivery of services in the areas of trafficking in persons (TIPs), democracy and governance and economic growth.
- Provide assistance to CSOs for the production and dissemination of information on their missions and activities.

- Support initiatives for ‘issue advocacy’ among CSOs and government authorities (e.g. line ministries, key government agencies and parliamentary committees).
- Provide opportunities for information-sharing and dialogue among journalists and CSOs.

**INTERMEDIATE RESULT (IR) 2: *Local Governance Regulatory Framework and Operational Environment Improved***

Governance institutions, processes and systems that allow for representation, inclusion, public participation and oversight are essential for expanding and deepening democracy. In particular, a more vibrant local government that allows for representation, inclusion and participation is likely to result in greater benefits to the citizenry. Improving the enabling environment, through legislative and other reforms, is critical if local government bodies in Guyana are to be more efficient in the delivery of services and effective in meeting the needs of citizens. Thus, local government bodies (Neighborhood Democratic Councils and/or municipalities) will need to be equipped with the requisite skills. At the same time, citizens are required to engage in participatory processes in order that their needs are addressed. To the extent possible, efforts should be made to introduce and integrate training courses into the programs of accredited higher education institutions.

**The Offeror shall devote approximately 30% of resources for this IR, which is divided into two sub-IRs. Each Offeror’s proposal shall include specific activities/approaches that shall achieve the expected outcomes listed below:**

**Outcomes to be Achieved**

- Councilors and staff of target local government bodies are trained to perform their tasks
- A public education program on local governance is implemented
- Citizens engage their respective local government bodies on a periodic basis.

**IR 2.1 *Citizens’ Participation in Local Governance Increased***

Greater engagement of citizens with local government administrations is likely to result in improved delivery of services, greater effectiveness and a more satisfied citizenry. However, in order for citizens to successfully engage in decision making processes of their local administrations, they need to be adequately informed by being able to access relevant information. The Offeror is required to design and implement activities that will increase the awareness of citizens on the roles and responsibilities of local government bodies, their roles and responsibilities as citizens and support citizens’ initiatives as they seek to engage local government bodies.

*Illustrative Approaches*

- Develop and implement civic education activities on the role and functions of local government and the structure, mandate and operations of targeted local government bodies and other non-national levels of administration, as appropriate.
- Provide technical assistance and training for promoting citizens’ engagement with their local government administration.

**IR 2.2 *Capacity of Local Government Bodies Strengthened***

In order to effectively carry out their responsibilities, elected officials and staff of local government bodies must be knowledgeable of the operational and administrative framework and issues to be addressed. In addition, they are expected to engage in processes that will allow for citizens’ participation. However, it may be necessary for support to be provided for the completion of local government reforms. The Offeror will propose activities in support of local government reforms and for capacity building of staff and elected officials in targeted local government bodies.

*Illustrative Approaches*

- Support the implementation of reforms in local government.

- Provide technical assistance and training for the capacity building for newly-elected councilors and staff to improve local government operations.
- Develop and implement activities to build trust among local government bodies and citizens.
- Support the formation of an association of local government bodies to represent local interests at the national level and achieve greater accountability to citizens.

### **INTERMEDIATE RESULT (IR) 3:** *Systems and Processes for Rule of Law and Human Rights Strengthened*

Timely and fair access to justice is necessary to uphold the rule of law and human rights. However, such timeliness and fairness is based on the premise that the judicial system is efficient, judicial processes are effective, and legal services are easily accessed. In the Justice Sector/Rule of Law area of the program, the Offeror should focus on two areas: Mediation as a form of Alternative Dispute Resolution (ADR) and Trafficking in Persons (TIPs). The institutionalization of Mediation to address civil cases (and other types of disputes if necessary and/or possible) is likely to lead to more timely access to justice for Guyanese citizens. Timely access to justice is also likely to result in increased prosecution of cases of Trafficking in Persons, a human rights issue. The 2008 U.S. State Department's Trafficking in Persons (TIPs) Report identifies Guyana on the Tier 2 Watch List due to the lack of successful prosecution of cases of TIPs. Thus, the Offeror should focus on efforts on activities to facilitate increased prosecution of cases of TIPs, thereby supporting the GOG's efforts to improve Guyana's ranking (or, at a minimum, prevent its backsliding into a lower tier). To the extent possible, efforts should be made to introduce and integrate both ADR- and TIPs-oriented (justice sector related) training courses into the programs of accredited higher education institutions.

**The Offeror shall devote approximately 15% of resources for this IR, which is divided into two sub-IRs. Each Offeror's proposal shall include specific activities/approaches that shall achieve the expected outcomes listed below:**

#### **Outcomes to be Achieved**

- Case information system extended to branch courts in Berbice and Essequibo.
- Mediators' Association is operational in accordance with good governance practices
- Mediation is institutionalized as a court directed process.
- TIPs issues are routinely addressed to prevent an undesirable ranking.

#### **IR 3.1** *Access to Justice Improved*

Mediation, a form of Alternative Dispute Resolution (ADR), provides citizens with more timely access to justice. However, efforts will have to be intensified if measurable success is to be realized. Desirable interventions include further support for the use of Mediation and the introduction of other forms of ADR in civil cases and approaches to make ADR more sustainable over the long term. The involvement of justice sector CSOs should be encouraged. In addition, it is expected that activities related to the extension of the case information system to the branch courts will be pursued. The Offeror is expected to collaborate with the IDB-funded Justice Sector Reform Project in the design of activities in the justice sector.

#### *Illustrative Approaches*

- Training for professionals in judicial administration to increase efficiencies in court registry and case management.
- Training for judicial service professionals – judges, attorneys – in focus areas.
- Technical assistance and training for capacity building of justice sector civil society organizations.

#### **IR 3.2** *Prosecution of Cases of TIPs Increased*

Guyana has been placed on the Tier 2 Watch List for failure to successfully prosecute cases of TIPs. Efforts to address this issue will lie in the ability of the justice system to deal with such cases in a timely manner. In addition, public education and support for victims are expected to continue in targeted areas. The Offeror is expected to pursue courses of action that will support the GOG's efforts and contribute to the removal of Guyana from the unfavorable placement and prevent a recurrence.

*Illustrative Approaches*

- Technical assistance, training and commodity support to targeted organizations to address TIP issues, including prosecutions, public education and victim support.

**B. Other Considerations****1. Change Management**

Change management is a set of processes that is employed to ensure that significant changes are implemented in an orderly, controlled and systematic fashion to effect organizational change. One of the goals of change management is with regards to the human aspects of overcoming resistance to change in order for organizational members to buy into change and achieve the organization's goal of an orderly and effective transformation. The Offeror shall employ 'change management' strategies, techniques and methodologies in program activities, to the extent practicable.

**2. Information Communication Technology (ICT) in Support of Development Initiatives**

ICT as a tool offers the potential to share information across traditional barriers, to give a voice to traditionally unheard peoples and to provide valuable information that enhances economic, health and educational activities. ICT can support and enhance practices such as ownership and participation, cooperation and collaboration, and capacity-building, and can be considered as an integral part of a positive enabling environment. The Offeror shall propose approaches that will integrate the use of ICT into program activities, to the extent practicable, to achieve program objectives.

**3. Sub-Grants Program**

The contractor shall administer a sub-grant fund of \$600,000 in support of the above IRs/sub-IRs or Program Areas/Elements/Sub-Elements. All individual sub-grants may be considered provided they support one or more of the sub-IRs/elements and will be used to support learning-by-doing. Sub-grants may fund activities/costs directly related to specific projects of civil society organizations.

Sub-grants may not be used for administrative expenses associated with rental, salaries, cost of utilities and transportation unless the Grantee can show that such costs are directly attributable to the specific project activities. Sub-grants may not be used to support local government bodies, host country institutions and international travel. Generally, the duration of sub-grants should not exceed fifteen (15) months to minimize the contractor's management burden.

As provided in ADS 302.5.6, the following provisions will be included in the contract:

- USAID/Guyana shall have substantial involvement in the establishment of selection criteria and shall approve the selection of grant recipients. Unless otherwise directed by the Cognizant Contracting Officer, the COTR shall have authority to approve the grant recipient selection.
- USAID/Guyana retains the right to terminate the grant activity (activities) unilaterally if extraordinary circumstances warrant it.
- The Contractor is not authorized to execute or administer Cooperative Agreements.
- Requirements which apply to USAID-executed grants shall also apply to grants signed by the Contractor. The Contractor shall award such grants only to NGOs.
- The amount of such grants shall not exceed \$20,000, except in the case of grants to U.S. NGOs, which may not exceed \$25,000.

**IV. CROSS SECTORAL SYNERGIES**

Strengthening democratic governance in Guyana has clear implications for the success of USAID/Guyana's other programs. As has been seen in many other countries, investors are loathe to enter markets where their legal rights cannot be assured and policy decisions are but the whim of a chosen few. The existence of strong civil society organizations, including well-functioning private sector associations that act both as advocates and watchdogs, helps to balance autocratic behavior by political leaders, while protecting citizens' rights at all levels. In addition, as demonstrated in the

PEPFAR program, reliable local NGOs are critical to the effective and efficient delivery of health care services, and also complement government efforts in education, sanitation, natural resource management and other vital services. In the Mission's Country Strategy Paper, three issues - Institutional Capacity Building, Biodiversity & Forestry, Youth, and Public-Private partnerships - have been identified as common to the Mission's Health, Economic Growth and Democracy and Governance programs. The Offeror is expected to propose approaches that will emphasize synergies to address these issues.

## V. SYNERGIES WITH OTHER DONOR PROGRAMS

One donor-led activity of special relevance to the Democracy and Governance (DG) program relates to the draft document formulated recently by a working group of donors, including USAID, called the *Framework for Engagement: A Collaborative Approach to Aid Effectiveness Programming for Civil Society in Guyana*. The framework outlined is intended for use by International Development Partners (IDPs) within the context of the Paris Declaration for Aid Effectiveness and donor coordination. It proposes a regular civil society/IDP consultation forum as the means to deepen communication between civil society and donors to promote aid effectiveness. The IDPs identified in the area of DG-related programming include Canadian International Development Agency (CIDA), Department For International Development (DFID), United Nations Development Program (UNDP), World Bank (WB) and USAID, representatives of which are soon to determine how the strategy is to be operationalized.

Another particularly relevant opportunity for synergy is the three-year (US\$7 million) *Enhancing Public Trust, Security and Inclusion* Program signed by the GOG and UNDP. This is a follow-on to UNDP's three-year Social Cohesion Program that was completed in August 2007. The new initiative will focus on community development and employment generation for youth. It will work through GOG ministries and with grassroots organizations. Project management will be coordinated by UNDP and will include one representative in each ministry. It is hoped that coordination between UNDP and USAID on initiatives at the community level, particularly in the selection of the communities to be targeted, will produce greater benefits.

The Inter-American Development Bank (IADB) has a *Civil Society Advisory Group*, which meets periodically to receive updates on the Bank's activities. Currently, IADB is providing US\$25 million to the GOG for a four-year program titled *Modernization of the Justice Administration System*, designed to "enhance the investment climate and rule of law through improved public sector governance." The three program sub-components are: enhancing institutional capacity, strengthening linkages among justice institutions, and improving access to justice. Given the Bank's significant support in this area and USAID's modest DG funding, USAID's activities in support of the justice sector should complement those of the IADB's project.

Other donors, including CIDA and DFID, are in the process of designing their new programs that may also provide opportunities for synergies. However, their programming is being done at a Regional (Caribbean) level.

## VI. KEY ISSUES

USAID is required to monitor and report on how its development assistance efforts address issues/populations such as gender (ADS 203.3.4.3), youth, indigenous people, Persons with Disability (PWD) and the environment. The Offeror shall consider this requirement in the design and implementation of activities and its reporting. The Offeror will be required to report results disaggregated by key issues, as far as is practicable.

## VII. BENEFICIARIES

The principal beneficiaries of a more democratic Guyana through more efficient and effective processes, institutions and systems are the Guyanese people. Direct beneficiaries will be host country institutions, both public and semi autonomous, and civil society organizations (including non-for-profit and private sector organizations) working to advance democratic processes and reform agendas in the various program areas.

**VIII. SUSTAINABILITY**

The Offeror shall incorporate several strategies into program activities to promote sustainability, to the extent possible. Wherever institutional training is conducted, for example, the Offeror will monitor personnel retention rates over the long term to assess the contribution of these beneficiaries to the target organization. In activities that have specifically a self-sustaining component, such as civic education, the Offeror should seek to tap into existing mechanisms (such as public schools and CSOs) to establish long-term education programs. CSO capacity building will generally target indigenous organizations that have already demonstrated an ability to garner funds and build membership. CSO sustainability can also be enhanced by developing synergies with other programs. Finally, the Offeror shall engage GOG officials on a regular basis to urge greater host country responsibility, creativity and self-reliance in developing long-term solutions to its development needs.

**IX. PERFORMANCE MONITORING AND REPORTING**

A Performance Management Plan (PMP) that provides indicators, baselines and targets will be used to monitor achievement of intermediate results toward the SO. Within three (3) months of start-up, the contractor shall be required to submit a data collection plan - time frame for data collection, the methods, type, and source of information - for these indicators and propose any amendments to the PMP. The Contractor shall monitor and update the PMP and provide input in compiling USAID's annual performance and semi-annual/portfolio reports. The Contracting Officer will monitor and evaluate the contractor's overall performance through and with the assistance of the COTR or designated Activity Manager. The COTR will conduct performance reviews of the contractor twice annually, using the PMP and any other indicators mutually agreed upon by the COTR. A final Performance Review of the Award will be scheduled for the final year.

**X. PROGRAM MANAGEMENT**

This program will operate under the general framework established by USAID/Guyana for its Democracy and Governance Strategic Objective (DG SO). During the performance period, the Contractor will work under the direction and supervision of USAID's Democracy and Governance Advisor and overall guidance of the USAID/Guyana Mission. An "Expanded Strategic Objective Team" (ESOT), comprising representatives from USAID and key beneficiary institutions, will meet at least twice a year to review program implementation and provide stakeholders' input in activity design.

The success of the program will depend on the ability of the Offeror to form and manage partnerships with local and national public sector and civil society entities. The Offeror shall have an important task in defining the overall work plan in close coordination with implementing partners. This includes providing overall technical and managerial guidance regarding the aims and approaches of the USAID/Guyana strategic objective as it relates to political party support, civil society development, local and national governance reform, consensus building and access to justice.

The Offeror shall serve as the technical liaison of USAID and thus will be required to initiate and sustain close coordination for program implementation with beneficiary organizations and relevant actors, both within USAID and among donors and agencies working in the above-mentioned program areas. A key element of the proposed contractual arrangement will be the solicitation and management of the small grants program to assist with selected activities for building coalitions within civil society.

**XI. SUPERVISORY RELATIONSHIP**

The contractor shall work under the general guidance of the USAID COTR, who in this case will be the Democracy and Governance Advisor. All contract queries and authorizations will be managed through the Mission's Regional Contracting Office at USAID/Dominican Republic.

**XII. WORK PLAN AND IMPLEMENTATION**

Technical requirements and tasks will be based on the contractor's proposed work plan, as amended during discussions with USAID and key partners. Within 60 calendar days of signing the contract, the contractor, in coordination with key public sector and civil society partners, shall submit a detailed work plan for the period ending September 30, 2010, and a more notional plan for the years that follow.

Implementation will begin following final approval by USAID and Guyanese partners. While the Work Plan will take into consideration key implementing partner preferences, the contractor shall use its own independent technical judgment to determine which activities will be undertaken and in what order. Priority action should be to those activities deemed most likely to produce meaningful program results within the first three years of the contract period. The presentation, review, and approval of the work plan will be conducted annually.

The Chief of Party (COP) shall be either a US citizen or a Third Country National (TCN) because of sensitivities associated with ethno-political considerations. For all other positions, Offerors are encouraged to hire Guyanese nationals and Guyanese Diaspora members.

**XIII. COMMODITY PROCUREMENT**

The contractor shall develop a procurement schedule for purchase of commodities (materials, goods and equipment). Submission and approval will be tied to the Workplan schedule. Beneficiaries will be primarily, but not limited to, civil society and local government organization partners. In all cases, commodities selected for procurement must meet the criterion of contributing convincingly to the direct achievement of program goals at the intermediate result level. Compelling rationale must be provided for commodity procurement in the final year of the award.

**XIV. APPLICABLE DOCUMENTS**

To undertake this work the contractor shall review the design documents as well as other applicable documents outlined below:

- a) Guyana's *Poverty Reduction Strategy Paper (PRSP)* [www.worldbank.org](http://www.worldbank.org)
- b) National Development Strategy (NDS) of Guyana [www.guyana.org/NDS/NDS.htm](http://www.guyana.org/NDS/NDS.htm)
- c) USAID/Guyana Country Strategy Paper (CSP) 2008-2013(attached)
- d- Guyana's Laws and planned legislation affecting the enabling environment. [www.parliament.gov.gy](http://www.parliament.gov.gy)
- e) Reports, bulletins, assessment of USAID activities under the just concluded *Guyana Democratic Consolidation and Conflict Resolution Project (GDCCR)*

**XV. ANNEXES**

- ANNEX A - Relationship Between Results Framework and Operational Plan Framework**
- ANNEX B - USAID /Guyana Country Strategy Paper (CSP) 2008-2013**

**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 AND MARKING POLICY**

Branding Strategy Implementation and Marking under this contract shall comply with "USAID Graphics Standard Manual" available at [www.usaid.gov/branding](http://www.usaid.gov/branding) and any successor branding policy, as detailed in ADS Chapter 320.

**D.3 BRANDING STRATEGY**

In accordance with ADS Chapter 320 (Branding and Marking) and USAID's overall policy, all assistance delivered through this program should be clearly credited to the American people. This Branding Strategy (BS) outlines the framework in which materials and communications used to promote the program deliver the message that the assistance is from the American people, as well as to ensure appropriate use of the USAID identity markings. To implement the BS, Offerors shall develop two separate plans with different, but related purposes as described below:

**A. Branding Implementation Plan (BIP)**

The BIP shall describe how the program will be promoted to beneficiaries and host country citizens, specifically stating how the Offeror shall incorporate, promote, and publicize the message, "This assistance is from the American People," in its communications and materials.

**B. Marking Plan (MP)**

The MP shall detail the public communications, commodities, program materials, and other items that visibly bear or will be marked with the USAID Identity. The MP is also the vehicle for Offerors to request exceptions, if necessary, to the marking requirement.

Both plans shall adhere to the BS outlined below and be prepared in accordance with ADS 320.3.2 and 320.3.3, respectively. The BIP and MP shall be submitted as part of the Offeror's response to the RFP and along with the Technical Proposal. Neither should exceed three pages and neither will be subject to the 40-page limit imposed on the Technical Proposals.

**Program Name:** USAID Governance Improvement Program.

**Positioning:** The Governance Improvement Program is a USAID democracy and governance program. It aims at fostering greater political stability by encouraging and promoting ethno-political tolerance and understanding through engagement between and among key stakeholders on issues of national interest including elections; improving local governance management and administration; and improving systems and procedures in the justice sector, including issues relating to Trafficking in Persons (TIPs). The main audience of the program will be primarily citizens of Guyana, both individually and collectively (as non-governmental organizations, including political parties and the private sector). Other audiences will include officials of central and local government and state agencies, the judiciary and the legislature. The key messages will be that increased tolerance and understanding can be realized through greater involvement and participation of citizens in democratic and governance processes and that greater tolerance and understanding requires a better informed citizenry. Offerors should provide a strategy to position the USAID Governance Improvement Program such that the main audiences are knowledgeable about key messages and understand that this program is being supported “by the American People”.

**Public Outreach:** The USAID Governance Improvement Program will promote activities to encourage and support interaction between and among stakeholders on issues of national interest including reforms in elections and political processes and good governance especially at the local government level, civic participation and improve systems and procedures in the justice sector. The Offeror will inform the public and its main audiences about the main areas/elements of focus and associated activities through a communications strategy that should include a variety of well developed communications methods and properly branded materials.

**Level of Visibility:** In the USAID Governance Improvement Program, the USAID identity will have a high level of visibility so that its audience should grasp the extent of the aid provided by the American people. In cases where the audience should perceive the involvement of the host country government – Government of Guyana, visibility will be at a medium level. The Offeror’s branding strategy should also plan to develop co-branding with Program partners. In this case, USAID’s brand will have equal prominence and visibility as that of Program partners.

**Anticipated elements of marking plan:** Deliverables to be marked include products; equipment and inputs delivered; places where program activities are carried out; external public communications, studies, reports, publications and informative and promotional products; and workshops, conferences, fairs, media related activities and any such events. Publications authored by contractors or other non-USAID employees must include the following disclaimer on the title page: “The author’s views expressed in this publication do not necessarily reflect the views of the United States Agency for International Development or the United States Government.” Threats and restrictions to the security of the program need to be identified and assessed in order to request any necessary exception from the marking requirement in accordance with ADS 320.3.2.

USAID’s web page contains the electronic version of the Graphic Standards Manual that is compulsory for all contractors.

**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

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

**E.2 INSPECTION AND ACCEPTANCE**

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

USAID/Guyana  
c/o American Embassy  
100 Young and Duke Streets  
Kingston, Georgetown

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

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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

### F.2 PERIOD OF PERFORMANCE

The estimated period of performance for this award is on or around September 2009 through September 30, 2013 but may be amended at USAID's discretion.

### F.3 PERFORMANCE STANDARDS

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

### F.4 REPORTS AND DELIVERABLES OR SCHEDULE

The list below identifies the required reporting requirements which should complement the deliverables defined in Section C. The contractor should check both this and Section C to ensure that all deliverables and reporting requirements are addressed. All reports shall be in English, unless otherwise specified. Detailed guidance and information required for Reports will be provided following the award.

All work under this Award shall be completed by September 30, 2013, as per the following Delivery Schedule (excluding the initial Proposal and Program Work Plan):

1. An Initial Annual **Work Plan** (covering the start date through September 30, 2010) shall be submitted within 60 days after the award. It will be written in English and indicate specific objectives of the activity with measurable benchmarks, and include a schedule of technical assistance, training, and other inputs/outputs. The Work Plan shall be updated annually and revised/updated as necessary and appropriate.
2. **Weekly Reports** within two days following the meeting and based on discussions of operational and management issues between the Contractor and USAID – activities carried out, activities planned, issues arising, recommendations to address the issues and such other information as agreed to by the parties.
3. **Monthly Reports** within seven days of the end of the month, identifying activities and progress during reporting period, delays in implementation, follow-up action required by USAID/USG and Contractor and such other information as agreed to by the parties.

- 4. **Quarterly Progress Reports** within the first 15 days of the month following the end of the reporting quarter, identifying major activities implemented, outputs and outcomes and their relation to annual targets.
- 5. **Bi-Annual Progress Reviews** within the first 15 days of the month following the end of the semester reviewing the results of the activities, progress toward achievement of annual targets and end of Award outcomes, problems encountered and identifying priority areas for the upcoming six months.
- 6. **Annual Work Plan** 30 calendar days prior to the beginning of the Fiscal Year (August 31).
- 7. **Consultant Reports** within 15 calendar days of the end of the consultancy.
- 8. A **detailed End-of-Program Final Report** in English, reviewing progress toward achievement of stated program results, problems encountered, and identifying priority areas for future assistance will be submitted to USAID/Guyana no later than 30 days after the completion date of the award. Three hard copies and an electronic version (in English) of all reports and written material must be submitted to the COTR.

**F.5 PROGRESS REPORTING REQUIREMENTS**

Progress Reports are due every quarter and they should be based on the U.S. Government’s fiscal year (from October 1 to September 30). A draft End-of-Program Report that synthesizes the work, deliverables and results of the project, for the duration of the award, will be due before the award ends. In addition to regularly scheduled meetings with the COTR, the Offeror shall provide regular, informal briefings to USG in-country contacts on the principal activities and accomplishments throughout the implementation period.

**F.6 KEY PERSONNEL**

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

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

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

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

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

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

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

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

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

## **G.2 CONTRACTING OFFICE**

The Administrative Contracting Office is:

USAID/SANTO DOMINGO  
REGIONAL CONTRACTING OFFICE  
Unit 3470, Box 175  
DPO, AA 34041-0175

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

The Contracting Officer's Technical Representative is or his or her designee at:

USAID/Guyana  
c/o American Embassy  
100 Young & Duke Streets, Kingston  
Georgetown, Guyana

Telephone: (592)225-7315

## **G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID**

(a) Technical Directions is defined to include:

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

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

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

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

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

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

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer's Technical Representative" 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) The COTR is required to meet quarterly with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) 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.

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

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

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

**G.5 PAYING OFFICE**

The paying office for this contract is:

USAID/SANTO DOMINGO  
CONTROLLER OFFICE  
Unit 3470, Box 175  
DPO, AA 34041-0175

**G.6 ACCOUNTING AND APPROPRIATION DATA**

Budget Fiscal: DV 2007/2008 – DV 2008/2009

Operating Unit: Guyana

Program Area: A07/A08/A09/A10

Team/Division: DG

Benefiting Geo Area: 504

Object Class: 4100100

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

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

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
	AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990

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

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

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

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

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

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items,
- (4) Pesticides,
- (5) Fertilizer,

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

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

### **H.3 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)**

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

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

### **H.4 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)**

- (a) Contract Reports and Information/Intellectual Products.
  - (1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Cognizant Technical Officer (COTR). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor must also submit copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.
  - (2) Upon contract completion, the contractor must 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 must submit, one copy each, of 3 contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in either electronic (preferred) or paper form to one of the following: (A) Via E-mail: [docsubmit@dec.cdie.org](mailto: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 must submit the reports index referenced in paragraph (a)(2) of this clause and any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted to DEC, within 30 days after completion of the contract to one of the address cited in paragraph (b)(1)(i) of this clause.

(2) Format.

(i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products must 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 must 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 must 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 must be printed on both sides.

(iii) The electronic document submitted must 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 must include the following descriptive information:

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

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

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

### **H.5 752.7007 PERSONNEL COMPENSATION (April 2006)**

(pursuant to class deviation No. OAA-DEV-2006-02c, AAPD 06-03)

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

(b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(d) or 731.371(b), as applicable.

### **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:  
Sara Payne or Diane Proctor  
(703) 354-1616

Hours of Operation are: 8 a.m. to 5 p.m. (EST)  
Telefax: (703) 354-0370  
E-Mail: [www.rutherfordord.com](http://www.rutherfordord.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](http://travel.state.gov/travel/tips/health/health_1185.html).

### **H.8 AUTHORIZED GEOGRAPHIC CODE**

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

### **H.9 LOGISTIC SUPPORT**

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

### **H.10 LANGUAGE REQUIREMENTS**

Contractor personnel and/or consultant shall have English language proficiency to perform technical services.

### **H.11 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT**

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

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

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

## **H.12 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)**

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

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

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

## **H.13 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 [*list each foreign government 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. Submit these reports to the 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.14 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS**

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

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

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

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

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

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

#### **H.15 USAID DISABILITY POLICY – ACQUISITION (DECEMBER 2004)**

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities.

The full text of the policy paper can be found at the following website:

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

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

#### **H.16 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)**

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

#### **H.17 AIDAR 752.245.71 TITLE TO AND CARE OF PROPERTY**

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

#### **H.18 CONFLICTS OF INTEREST**

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

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

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

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

(e) If the potential conflict relates to future activities (*e.g.*, where the Contractor is to perform a needs assessment, feasibility study, or design/development of a project or activity to be procured under another contract for which the

Contractor will or might compete or which may be awarded noncompetitively to the Contractor, thereby potentially providing an unfair competitive advantage to the Contractor, and/or rendering the Contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the Contractor's objectivity; or where the work under this contract might affect the personal or financial interests of the Contractor), the Contracting Officer may decline to authorize performance of that work by the Contractor or, if such work is authorized, the Contracting Officer may place restrictions on the Contractor's future activities, as permitted by FAR 9.5., and as necessary to neutralize, mitigate, or avoid the potential conflict.

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

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

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

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

## **H.19 ENVIRONMENTAL COMPLIANCE**

1. The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.3.11.2b and 204 (<http://www.usaid.gov/policy/ads/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Contractor environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFP.

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

3. An Initial Environmental Examination (IEE) is in process and the award must be compliant with its determination.

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

5. If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.
6. Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.
7. In the event the approved IEE contains conditions, the contractor shall:
  - a. Prepare an environmental mitigation and monitoring plan [EMMP] or a project mitigation and monitoring [M&M] plan describing how the contractor will, in specific terms, implement all IEE conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan shall include monitoring the implementation of the conditions and their effectiveness.
  - b. Integrate a completed EMMP or M&M Plan into the initial work plan.
  - c. Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.

In addition, the Contractor shall comply with the following guidelines and regulations, as applicable:

- a. [22 CFR 216](#). Title 22 of the Code of Federal Regulations, Part 216 dated October 9, 1980, codifies USAID's environmental procedures (cited as 22 CFR 216). These are USAID's environmental procedures and are sometimes referred to colloquially as Regulation 16 or Regulation 216.
- b. [42 USC 4371](#), et seq., the National Environmental Policy Act (NEPA).
- c. [40 CFR 1500](#), the Federal Regulation governing implementation of NEPA
- d. [Environmental Defense Fund, et al. v. U.S. Agency for International Development, et al. Civil Action 75-0500 Order filed December 5, 1975 by Judge John J. Sirica, U.S. District Court for the District of Columbia](#), is the out-of-court settlement requiring, among other things, USAID to undertake environmental impact assessment of all of its activities.
- e. [Executive Order 12114](#) dated January 4, 1979, sets forth environmental impact review requirements of Federal agency actions outside the United States.
- f. [Section 117 of the Foreign Assistance Act \(FAA\) of 1961, as amended](#), requires USAID to have appropriate environmental impact assessment procedures. 22 CFR 216 has been determined by Congress to meet the requirements set forth in FAA, Section 117.
- g. [Section 118\(c\) of the Foreign Assistance Act \(FAA\) of 1961, as amended](#) concerning the application of USAID's environmental procedures to activities involving tropical forests and meeting requirements for waiving prohibitions on certain types of activities.
- h. [Section 119\(g\) of the Foreign Assistance Act \(FAA\) of 1961, as amended](#) concerning ensuring USAID's environmental procedures appropriately take into account endangered species.

## **H.20 PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE THE LEGALIZATION OR PRACTICE OF PROSTITUTION– TIP ACQUISITION (MAY 2007)**

- (a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this contract may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the immediately preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.
- (b) The contractor shall insert this clause, in its entirety, in all sub-awards under this award.
- (c) This provision includes express terms and conditions of the contract and any violation of it shall be grounds for unilateral termination of the contract, in whole or in part, by USAID prior to the end of the term.

## **H.21 SUBCONTRACTING CONSENT**

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

TBD at time of award

## **H.22 GRANTS UNDER CONTRACT**

The Head of the Contracting Activity (HCA) must provide written approval to allow 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 \$100,000.

For this contract, grants shall not exceed \$20,000, except in the case of grants to U.S. NGOs, which may not exceed \$25,000.

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 120 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 close-out.

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

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

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	DEC 2008
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005

52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-3	CONVICT LABOR	JUN 2003
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	FEB 2008
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-17	RIGHTS IN DATA--SPECIAL WORKS	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	APR 2005
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
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 (JUN 1985)	AUG 1996
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
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED-PRICE	AUG 1987
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007

## SECTION I

	AND COMMERCIAL COMPONENTS	
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	MAY 2004
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
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

## AIDAR 48 CFR Chapter 7

752.202-1	DEFINITIONS	JAN 1990
752.204-2	SECURITY REQUIREMENTS	(undated)
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
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
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007
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
752.7033	PHYSICAL FITNESS	JUL 1997
752.2032	INTERNATIONAL TRAVEL APPROVAL	JAN 1990
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

## I.2 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)

(a) Definitions. As used in this clause—

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

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

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

“Registered in the CCR database” means that—

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

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

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

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

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

(1) An Offeror may obtain a DUNS number—

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

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

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

## SECTION I

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

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

### **I.3 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 2008)**

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

“Small disadvantaged business concern” means an Offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either—

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

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

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

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

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an Offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

“Historically black college or university” means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority institution” means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) *Evaluation adjustment.*

(1) The Contracting Officer will evaluate offers by adding a factor of \_\_\_\_\_ [*Contracting Officer insert the percentage*] percent to the price of all offers, except—

(i) Offers from small disadvantaged business concerns that have not waived the adjustment; and

(ii) An otherwise successful offer from a historically black college or university or minority institution.

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

\_\_\_ Offeror elects to waive the adjustment.

(d) *Agreements.*

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for—

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

#### **I.4 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**

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

#### **I.5 52.232-25 PROMPT PAYMENT (OCT 2008)**

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

(a) *Invoice payments --*

(1) *Due date.*

## SECTION I

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

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

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

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

(2) *Certain food products and other payments.*

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

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

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

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

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

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

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural

commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

- (i) Name and address of the Contractor.
- (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (ix) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

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

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

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

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

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

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

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

(7) *Additional interest penalty.*

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

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

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

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

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

## SECTION I

- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
- (2) Attach a copy of the invoice on which the unpaid late payment interest was due; and
- (3) State that payment of the principal has been received, including the date of receipt.

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

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

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

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

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

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

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

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

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

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

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

(iv) Contractor point of contact.

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

## **I.6 752.242-70 PERIODIC PROGRESS REPORTS (OCTOBER 2007)**

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

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

### **I.7 COMMUNICATIONS PRODUCTS (OCT 1994)**

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

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

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

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

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

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

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

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

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

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
<b>ATTACHMENT 1</b>	- IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS		
<b>ATTACHMENT 2</b>	- USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET		
	A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at <a href="http://www.USAID.GOV/procurement_bus_opp/procurement/forms/">http://www.USAID.GOV/procurement_bus_opp/procurement/forms/</a>		
<b>ATTACHMENT 3</b>	- SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES		
	A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at <a href="http://www.USAID.GOV/procurement_bus_opp/procurement/forms/">http://www.USAID.GOV/procurement_bus_opp/procurement/forms/</a>		
<b>ATTACHMENT 4</b>	- SUMMARY BUDGET SHEET		
	An electronic version, please locate at <a href="http://www.fedbizopps.gov">http://www.fedbizopps.gov</a>		
<b>ATTACHMENT 5</b>	- RELATIONSHIP BETWEEN RESULTS FRAMEWORK AND OPERATIONAL PLAN FRAMEWORK		
	An electronic version, please locate at <a href="http://www.fedbizopps.gov">http://www.fedbizopps.gov</a>		
<b>ATTACHMENT 6</b>	- USAID /GUYANA COUNTRY STRATEGY PAPER (CSP) 2009-2013		
	An electronic version, please locate at <a href="http://www.fedbizopps.gov">http://www.fedbizopps.gov</a>		
<b>ATTACHMENT 7</b>	- USAID /GUYANA DEMOCRACY AND GOVERNANCE ASSESSMENT, FEB. 2008		
	An electronic version, please locate at <a href="http://www.fedbizopps.gov">http://www.fedbizopps.gov</a>		
<b>ATTACHMENT 8</b>	- USAID /GUYANA QUARTERLY AND BI-ANNUAL REPORTS 2005-2008		
	An electronic version, please locate at <a href="http://www.fedbizopps.gov">http://www.fedbizopps.gov</a>		

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

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

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
	<b>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)</b>	
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 \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

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

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

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

(i) Paragraph (c) applies.

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

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

representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

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

**K.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:

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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:

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

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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 \_\_\_\_\_

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

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

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
	<b>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)</b>	
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 shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

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

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

## SECTION L

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

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

The Government contemplates award of a Cost Plus Fixed Fee (CPFF) completion type.

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

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

Eleanor TanPiengco  
Contracting Officer

Hand-Carried Address:

USAID/SANTO DOMINGO  
REGIONAL CONTRACTING OFFICE  
LEOPOLDO NAVARRO 12  
GAZCUE  
SANTO DOMINGO, DOMINICAN REPUBLIC

Mailing Address:

USAID/SANTO DOMINGO  
REGIONAL CONTRACTING OFFICE  
Unit 3470, Box 175  
DPO, AA 34041-0175

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

**L.5 GENERAL INSTRUCTIONS TO OFFERORS**

(a) Electronic Responses are required for receipt of this solicitation.

(i) The Offeror must submit the proposal via internet email with up to 5 attachments (2MB limit) per email compatible with MS WORD, Excel, Lotus 123 and/or WordPerfect in a MS Windows environment. PDF files are acceptable; however, be advised that cost proposal budgets may be requested in Excel (inclusive of formulas) at a later date. There has been a problem with the receipt of \*.zip files due to the anti-virus software. Therefore, Offerors are discouraged sending files in this format as we can not guarantee by the internet server.

Proposals must be submitted to all the e-mail address below by 12:00 pm May 6, 2009. Receipt by any one of these addressees will constitute timely receipt for this RFP. You will receive a confirming receipt from us via email. **Late proposals will NOT be accepted.**

The address for the receipt of proposals is [rfp09-guyana@usaid.gov](mailto:rfp09-guyana@usaid.gov).

Offerors are reminded that e-mail is NOT instantaneous, in some cases delays of several hours occur from transmission to receipt. For this RFP the initial point of entry to the government infrastructure is USAID's Washington mail server. Offerors are strongly encouraged to review FAR 15.208.

(ii) Hand delivered proposals (including commercial courier) and Facsimile transmissions will not be accepted.

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

(iv) Proposals must remain available for acceptance by USAID for a minimum of one hundred twenty (120) days.

(b) Government Obligation

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

(c) Questions

Questions regarding this RFP must be received via e-mail to Contracting Officer at [etanpiengco@usaid.gov](mailto:etanpiengco@usaid.gov) and the Acquisition Specialist María Virginia García at [margarcia@usaid.gov](mailto:margarcia@usaid.gov) no later than 4:00pm on April 6, 2009. Both questions and answer to questions will be posted at [www.FedBizOpps.gov](http://www.FedBizOpps.gov).

## L.6 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) The Technical Proposal in response to this solicitation should address how the Offeror intends to accomplish the outcomes in the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M and clearly indicate how their qualifications meet the requirements in Section C.

(b) The Past performance references required by this section shall be included as an annex in the technical proposal.

(c) Detailed information should be presented only when required by specific RFP instructions. Proposals are limited to 40 pages. Any pages OVER 40 PAGES WILL NOT BE EVALUATED. Proposals shall be written in English and typed on standard 8 1/2" x 11" paper (216mm by 297mm paper), single spaced, 12 characters per inch with each page numbered consecutively. Items such as graphs, charts, cover pages, dividers, table of contents, and attachments (i.e. key personnel resumes, table summarizing qualifications of proposed personnel, past performance summary table, and past performance report forms) are not included in the 40 page limitation.

(e) The technical proposal should, at a minimum, include the information identified below (in addition to other requirements that have been outlined in other sections of this document). Detailed information should be presented only when required by specific RFP instructions.

- A brief statement of the Offeror's Technical Approach to achieving the stated goals including methodology, key benchmarks, activities, meetings, trainings, travel, seminars and presentations.
- A timetable mobilization plan for executing the methodology and suggested dates for reports and benchmarks. (Refinements to the timetable will be made and agreed upon with the Contracting Officer's Technical Representative and other members of the democracy and governance team, as appropriate)
- Program Work Plan - The selected Contractor shall develop a detailed Work Plan for the program, which includes a Performance Management Plan to provide the basis for performance monitoring.

- Brief resume or curriculum vitae for each Key Personnel (Offerors shall propose personnel from Guyana and the region to the maximum extent possible). However, due to sensitivities associated with ethno-political considerations, the Offeror shall propose an expatriate for the position of Chief-of-Party.
- A listing of references who can attest to the satisfactory performance of the Contractor in similar work. Offerors should submit a brief description of relevant past performance. These must address topics such as quality of the work, timeliness business relationships, and customer satisfaction. When evaluating past performance, the Offeror is not required to submit specific Contractor Performance Reports, we will obtain these directly from our database.
- The Offeror must provide a clear listing of all subcontractors proposed under this solicitation and the percentage of the total proposed budget each subcontractor represents. Subcontracts that represent twenty (20) percent or more of the total estimated budget will be considered a major subcontractor and past performance references will be required.
- An explanation of the Offeror's past working relationship with each proposed subcontractor. A detailed description of the Offeror's past use of small businesses as well as a brief plan explaining how small businesses are to be utilized in this Contract.

### **Technical Approach**

The Offeror shall submit a technical proposal that demonstrates that the Offeror understands Government's requirements and describes how the Offeror intends to achieve the specific objectives described in the Statement of Work (SOW). The narrative must set forth the Offeror's conceptual approach and methodology for the achievement of the overall program objectives. Further, it should demonstrate a sound knowledge of past accomplishments and a clear sense of the ongoing challenges that exist in implementing programs in the politically sensitive and complicated context of Guyana. It must be realistic, seek to maximize results within budget resources and ensure a prompt and effective launch of Award activities. Specifically, the technical approach must address how the Offeror will provide technical assistance, training, equipment and other resources to achieve each IR. The approach should be directed towards meeting all program requirements, be sufficiently flexible to react to unforeseen developments and address gender, environment and other "Key Issues" where appropriate. The Technical Proposal may not exceed 40 pages.

Based on the illustrative Performance Management Plan (PMP), the Offeror shall develop a Performance Based Management System (PBMS) - performance indicators to measure the results for each program objective. The Offeror will utilize the results of the baseline survey and diagnostic studies (scheduled for completion by August 2009) to review and if necessary, revise end-of-project targets and annual measurements and targets. The PBMS should demonstrate how this system will: help clarify and focus program objectives; serve as an early warning system, forecasting, and reporting tool; promote on-going discussions pertaining to program scope and direction; and aid in effective (management) decision making. The PBMS shall also include an explanation of how data and information will be collected, analyzed, and used. Data Quality Analyses will also be conducted on a periodic basis, in accordance with the AIDAR. It is the Offeror's responsibility to ensure that all costs associated with the implementation of the PBMS are included in the proposal.

### **Technical Proposal Format**

**Cover Page** – Title, names of organization(s)(including subcontractors) submitting proposal, contact person, telephone and fax numbers, address and email

**Executive Summary** (not to exceed 2 pages) – Briefly describe the proposed activities, goals, purpose, technical strategies and methodologies, and anticipated results. Briefly describe technical and managerial resources of your organization. Describe how the overall program will be managed.

**Narrative** (not to exceed 38 pages): The narrative section of the proposal should address the Award goals and objectives and reflect the tasks outlined in the SOW and contain the following elements: Key Personnel and Consultants, Technical Merit, Quality of Management Plan, Past Performance, Monitoring and Evaluation.

Technical, cost and other factors will be evaluated relative to each other, as described herein. Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters, which Offerors should address in their proposals. Taking into consideration the technical evaluation factors and cost, the contracting officer will select the contractor whose overall proposal meets the Government's needs and offers the best value.

Proposals will be evaluated based upon the following criteria in the five categories plus the cost component. Overall, technical factors are considered significantly more important than cost factors, with the technical factors listed in descending order of importance.

The specific evaluation criteria are as follows:

- i) Key Personnel and Consultants
- ii) Technical Merit
- iii) Quality of Management Plan
- iv) Past Performance
- v) Monitoring and Evaluation

#### **L.7 INSTRUCTIONS REGARDING KEY PERSONNEL**

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The Offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

#### **L.8 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL**

Offerors must provide the budgets by CLIN (IR), preferably in an Excel or Lotus worksheet. If the initial cost proposal is submitted as a PDF file, the Offeror must be prepared to provide their budgets in Excel or Lotus worksheet (with formulas) immediately upon request. We have included a summary budget Worksheet which must be completed for the entire contract. If possible, we request that the Offerors detailed worksheets in support of this summary are provided in one large spreadsheet with linkages to the summary worksheet, to ease analysis, this is not a requirement. Also, a detailed budget per CLIN should be provided which supports the summary budget.

No page limit has been established for the Cost Proposal.

Additionally the Cost Proposal should include:

- a) A line item narrative which briefly explains the purpose and how cost reasonableness was determined is required for each of the budget line items included in the sample provided (budget notes).
- b) If the contractor is a joint venture or partnership, the business management proposal must include a copy of the agreement between the parties to the joint venture/partnership,
- c) If the Offeror is proposing subcontractors, the Offeror must present line item narrative which briefly explains the purpose and how the prime determined that the subcontractor budget was cost reasonable for each of the budget line items (budget notes).

- d) Signed representations and certifications, as set forth in Section K of this solicitation for the prime and subcontractors
- e) Completed Certificate of Current Cost or Pricing Data for itself and each subcontractor, if the subcontract will exceed \$ 500,000
- f) Audited balance sheets and profit and loss statements or if not available, returns as submitted to Federal tax authorities for the Offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission and NICRA
- g) Personnel policies
- h) Travel policies
- i) Procurement policies
- j) Letters of commitment from key personnel, who are not currently employees of the firm.
- k) Biographical data sheets (AID 1420-17)
- l) List of proposed nonexpendable property and
- m) A completed and signed SF 1422 and acknowledgment of any amendments to the RFP.

## L.9 SPECIAL INSTRUCTIONS

- 1. Duty Post:** Work under this activity will be performed in Guyana. Any work to be conducted outside of Guyana requires advance approval by USAID/GUYANA..
- 2. Language requirements and other required qualifications:** Proficiency in English is required for all personnel proposed, both expatriate and local.
- 3. Access to classified information:** The Contractor will not have access to classified information.
- 4. Logistical support:** The contractor is responsible for providing all logistical support.
- 5. Travel:** All Contractor travel to Guyana requires use of a consultant approval and travel authorization from the USAID/GUYANA COTR.
- 6. Documents:** In the course of implementation, the Contractor will produce documentation and guidelines that may be replicated or used by USAID/GUYANA or other institutions.
- 7. Workweek:** Resident advisors are authorized to work a five-day week in Guyana. Non-resident advisors (less than 90 days) are authorized to work a six day week.
- 8. Confidentiality Agreements:** The advisors will sign confidentiality agreements with the counterpart institutions and USAID/Guyana if requested.
- 9. Local Staff:** The Chief of Party (COP) shall make a firm effort to recruit and train Guyanese staff for operating roles so that the role of foreign advisors can be diminished over time.
- 10. Press Contacts:** Prior to having interviews with foreign or local press, making press releases, holding news conferences, or other communications with the news media regarding activities under this award, the COP/Senior

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**SECTION L**

Advisor(s) and any other project personnel will consult with USAID/Guyana and as necessary, appropriate officials of the host country entities receiving assistance concerning any such proposed communications.

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

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

### M.2 GENERAL INFORMATION

- (a) The Government may make an award without discussions with Offerors.
- (b) The Government intends to evaluate proposals in accordance with Section M of this RFP and award to the responsible contractor(s) whose proposal(s) represents the best value to the U.S. Government. "Best value" is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical, cost, and other factors.
- (c) The submitted technical information will be evaluated by a technical evaluation committee using the technical criteria shown below. The evaluation committee may include sector experts who are not employees of the Federal Government. When evaluating the competing Offerors, the Government will consider the written qualifications and capability information provided by the Offerors, and any other information obtained by the Government through its own research.

For overall evaluation purposes, technical factors are considered significantly more important than cost/price factors.

### M.3 TECHNICAL PROPOSAL EVALUATION CRITERIA

These technical evaluation criteria have been tailored to the requirements of this Request For Proposal (RFP) to allow USAID to choose the highest quality proposal. These criteria serve as the standard against which the Technical Evaluation Committee (TEC) shall evaluate all acceptable proposals. The proposals will be evaluated against the following five criteria:

- i) Key Personnel and Consultants
- ii) Technical Merit
- iii) Quality of Management Plan
- iv) Past Performance
- v) Monitoring and Evaluation

**Evaluation criteria:** Proposals will be evaluated based upon the following technical criteria. Overall, the technical factors are considered significantly more important than the costs factors, with the technical factors listed in descending order of importance. Any subfactors listed under a particular criterion are of equal importance to each other.

- i) **Quality and Experience of Key Personnel and Consultants**

Proposed personnel and consultants should have demonstrated technical and professional competence including successful program implementation, relevant academic qualifications, and appropriateness for proposed duties and responsibilities. Key Personnel positions and the proposed staff for each position must be identified by the Contractor. Names and resumes of the proposed Chief-of-Party and any other key personnel and consultants will be evaluated. Due to sensitivities associated with ethno-political considerations, the Offeror shall propose an expatriate for the position of Chief-of-Party. The Offeror should include a listing - names, resumes, title and function - of all advisors and experts, both expatriate and local, who will participate on the project.

Note that the Offeror need not identify Non-Key Personnel in their proposal. In addition, it should be noted that USAID neither requests nor desires exclusivity agreements between Offeror and proposed individual. USAID reserves the right to interview any personnel prior to field placement.

## **ii) Technical Approach to Achieve the Expected Results**

Technical understanding of the problem, as demonstrated through the technical proposal and work plan and the feasibility of the proposed technical interventions. USAID seeks approaches that clearly demonstrate:

- a) innovation, pragmatism and creativity in the overall approach to attain the planned results in the appropriate timeframe;
- b) appropriateness of activities, including the incorporation of change management into activities (where relevant and useful), to the expected results;
- c) attention to cost-effectiveness and synergies among activities of local and regional partners;
- d) ability to mobilize resources quickly and effectively; and innovative use of public-private partnerships to leverage resources;
- e) use of existing national partners, organizations, and agencies in project implementation and strategic planning as well as activities initiated during the previous USAID strategy period still in need of support; and integration of Key Issues throughout program areas.

## **iii) Quality of the Management Plan**

Proposed staffing complement organogram, including in-country and home office technical and support staff. If the Offeror is part of a consortium, the key positions from the various consortium members should be included in the proposed organogram in support of an organizational mix that promotes effective teamwork amongst the consortium of partners. The management approach will be evaluated on:

- (a) demonstration of effective and logical relationships between applicant and sub-contractors;
- (b) demonstration of strong field presence to effectively manage, provide technical support and monitor activities and encourage host country government involvement/input and support in program planning and implementation, and
- (c) demonstration of appropriate levels of home office backstopping and technical assistance to the program.

## **iv) Past Performance in Similar Programs**

Offeror has a demonstrated record of complying with contract requirements and standards of good workmanship, forecasting and controlling costs, adherence to contract schedules including administrative aspects of performance, prior use of small businesses, a history of reasonable and cooperative behavior and commitment to customer satisfaction.

## **v) Monitoring and Evaluation**

Proposed reporting formats, information collection and data management systems outlined meet the stringent requirements and strict schedule demanded of the Offeror in order to meet overall USAID/Guyana reporting; demonstrated experience and success in planning, implementing, reporting and meeting targets set by USAID. The Monitoring and Evaluation Plan should be rigorous and must demonstrate adherence to data quality standards outlined in ADS 203.3.5.1.

#### **M.4 COST PROPOSAL EVALUATION**

Award selection will be made on a best value basis, where all non-cost (technical) factors will be significantly more important than cost. The Government reserves the right to award to other than the lowest cost proposal. An award resulting from this RFP will be made to the Offeror that proposes the greatest value to the Government from the technical and cost standpoint.

Although cost is not being scored, where technical proposals are considered essentially equal, cost will be the determining factor. According to FAR Part 15.404-1 (d) Cost realism evaluation shall be performed as part of the evaluation process to: (a) verify the Offeror's understanding of the requirements; (b) assess the degree to which the cost/price proposal accurately reflects the approaches and/or risk assessments made in the technical and management approach as well as the risk that the Offeror will provide the supplies or services for the offered prices/cost; and (c) assess the degree to which the cost included in the cost/price proposal accurately represents the work effort included in the Technical Proposal.

#### **M.5 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD**

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

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

#### **M.6 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES**

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

ATTACHMENT 1

IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

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

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

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

(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.

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

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**ATTACHMENTS**

**ATTACHMENT 2**

**USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET**

## CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

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

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

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

14. EMPLOYMENT HISTORY

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

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

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

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

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

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

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

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

Signature of Contractor's Representative	Date
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## INSTRUCTION

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

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

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

3. General professional proficiency

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

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

4. Advanced professional proficiency

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

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

5. Functional native proficiency

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

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

## PAPERWORK REDUCTION ACT INFORMATION

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

## PAPERWORK REDUCTION ACT NOTICE

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

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

**ATTACHMENT 3**  
**SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES**



## INSTRUCTIONS

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. In other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted of the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

