



**USAID**  
FROM THE AMERICAN PEOPLE

Date issued: September 12, 2008  
Closing Date: October 27, 2008

**SUBJECT: Request for Proposals (RFP) No. 114-08-010 – Education Management Project in Georgia**

Dear Sir/Madam:

The United States Government, represented by the United States Agency for International Development Regional Mission to Caucasus (USAID/Caucasus), is seeking proposals to provide the services described in the attached Request for Proposals. Any type of commercial, not-for-profit, educational, or faith-based institution may submit offers for this contract.

If you decide to submit a proposal, it must be presented in accordance with the attached solicitation and received no later than 9:00 AM Tbilisi, Georgia local time, on the Closing Date indicated above. Proposals and modifications thereof should be submitted with the name, street address, telephone number, internet email address of a point-of-contact who is an authorized agent of the Offeror and Request for Proposal Number inscribed thereon, must be addressed to: Camille Garcia, Regional Contracting Officer, USAID/Caucasus with a copy to Yana Adelberg, Acquisition Specialist, USAID/Caucasus, Georgia. Proposals will be accepted electronically or in hard copy; however, electronic submissions are encouraged.

**Internet email for electronic submission of proposals: [cgarcia@usaid.gov](mailto:cgarcia@usaid.gov) and [yadelberg@usaid.gov](mailto:yadelberg@usaid.gov).**

**Delivery address:**

USAID/Caucasus, Georgia  
11 George Balanchine Street  
Tbilisi, 0131 Georgia

Questions regarding this solicitation must be submitted in writing via email to [cgarcia@usaid.gov](mailto:cgarcia@usaid.gov) and [yadelberg@usaid.gov](mailto:yadelberg@usaid.gov) and must be received no later than 9:00 AM Tbilisi, Georgia local time on September 22, 2008.

This RFP in no way obligates USAID to award a contract nor does it commit USAID to pay any costs incurred in the preparation and submission of a proposal.

Sincerely,

Camille Garcia  
Regional Contracting Officer  
USAID/Caucasus

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 65 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER 114-08-010	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 09/12/2008	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY USAID/Caucasus, Georgia 11 George Balanchine Street Tbilisi, 0131 Georgia			8. ADDRESS OFFER TO (If other than Item 7) USAID/Caucasus, Georgia 11 George Balanchine Street Tbilisi, 0131 Georgia		

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

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 7 \_\_\_\_\_ until 9:00 AM local time October 27, 2008  
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Camille Garcia	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS cgarcia@usaid.gov
		AREA CODE 995 32	NUMBER 544-128	EXT.

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

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

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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 address chronic education needs in Georgia with the expected result of building management capacity in the education sector through establishment of an education management training program for administrators supported by necessary financial and administrative policy reforms.

**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 results, deliverables or outputs described in Section C and F in accordance with the performance standards specified in Section E.

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

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

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

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

**B.4 PRICE SCHEDULE**

a. Direct Cost	
b. Indirect Cost	
c. Fixed Fee	
d. Total Cost + Fixed Fee	

**B.5 INDIRECT COSTS (DEC 1997)**

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

Description	Rate	Base	Type	Period
	1/	1/	1/	

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

**B.6 CEILING ON INDIRECT COSTS**

- (1) Reimbursement for indirect costs shall be at the lower of the negotiated final predetermined rates or the following ceiling rates:

Description	Rate	Base	Type	Period
	1/	1/	1/	

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

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

**B.7 COST REIMBURSABLE**

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

**- END OF SECTION B -**

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

### **TITLE: EDUCATION MANAGEMENT PROJECT IN GEORGIA**

#### **C.1 BACKGROUND AND PROBLEM STATEMENT**

Recognizing that a corrupt educational system and outdated curricula/teaching methodology were major constraints for improving the quality of education, Georgia began implementing ambitious, wide scale reforms in 2003 designed to rapidly transform its general and higher education systems rapidly. Autonomy of schools and universities have been increased substantially and total Government of Georgia (GOG) education expenditures have grown from less than 1 % of GDP in 2003 to 3 % in 2008. Per-student payment schemes are now employed in all sectors of education, providing a simple and transparent distribution of financial resources. Accreditation, a new process for educational quality accountability in Georgia, has been introduced and is being led by the National Education Accreditation Center (NEAC). To standardize the teaching process at the school level, national centers for curricula and teachers development have been established that set the minimum standards for curricula implementation and teacher credentials. These reforms signal a new era of innovative, growth opportunities for Georgia's educational system but Georgia will need skilled administrators, managers and teachers to implement the reforms effectively.

Georgia recently enacted a General Education Law covering Grades 1 through 12 which has decentralized the management of schools and established each school as an independent legal public entity. Each school is governed by a Board of Trustees composed of and elected by the teachers, parents, and high-school level students of that school as well as an appointed local government representative. These boards are responsible for authorizing school financial expenditures, curricula, and text-books. School principals, selected through a meritorious selection process, are empowered to hire and fire school personnel, including teachers. With this direct delegation of many former administrative functions of the Ministry of Education and Science (MES) to school boards and principals, ministry staffing has been reduced and small central educational agencies have been created (e.g. National Curriculum and Assessment Center, National Assessment and Examination Center, Teacher's Professional Development Center, National Education Accreditation Center) that focus on school curricula, teacher professional development, and school accreditation.

Local government education departments have been replaced by Education Resource Centers (ERCs) which serve 25 schools on average and are responsible for collecting data, organizing training and workshops for school staff, and overseeing the election process for school boards. An ERC has been established for each of the current 72 administrative regions of Georgia. ERCs do not have the right to hire or fire school principals, adjust school budgets, or replace members of school boards. The new educational reforms also exclude the local government from controlling or managing administrative and budgetary systems in schools.

With the current degree of decentralization, schools have attained unprecedented decision making power, but their administrative oversight and monitoring systems have not been fully conceptualized and developed. ERCs have no decision-making or management authority over the schools in their area and no other entities have been created that can serve in an oversight or regulatory capacity at the local and regional levels. This lack of regional management authority is resulting in many individual school-level disputes and other issues being forwarded to the MES for adjudication where there is no longer sufficient staff to manage Georgia's 2300 general education schools directly. Further adjustment of the General Education Law to invest more administrative authority in ERCs has been identified by the MES as a necessary step to improve decentralized management of education resources and staff.

In order to improve MES capacity for general education management decision-making, an Education Management Information System (EMIS) has been created which is designed to enable the ministry to analyze quantitative data on schools, including their rates of enrollment, drop out, staffing, and expenditures. Timely availability of reliable data would enable MES to better analyze system performance and make appropriate adjustments. However, the EMIS infrastructure has not been fully developed yet. To date EMIS does not have a coding system, common definition of

education indicators, or guidelines for filling-out data collection forms and school financial data is not collected at all. These current gaps in information limit the use of EMIS for policy decisions.

Georgia is implementing a per-capita model for school financing using a funding formula based on the geographic location of schools. The average annual spending per student ranges from GEL 225 to 350; geographically remote schools receive greater funding per student than urban schools. Each school receives a lump-sum budget allocation from which it must pay all staff salaries and operating expenses. Schools are required to pay their teachers a minimum standard wage but have latitude to pay higher wages to more experienced and skilled teachers. Financial resources for schools are allocated exclusively at the central level; local government financial contributions to schools occur only on an ad-hoc basis. In the future, should ERCs become more empowered to play a more central role in local budgetary decision-making, they would be able to facilitate local initiatives to achieve economies of scale (for example, pooling resources to upgrade laboratories at the local school with the best chemistry program).

Despite recent increases in national budget allocations for education, insufficient funding and formulas for allocating funds remain a concern. The per-capita funding model currently in use leaves small schools severely under funded, directly effecting education and other spheres of life in those places. Although funding formulas allocate more funding per student in geographically remote areas, schools in these areas still face closure due to insufficient funding. Inadequate teacher salaries are a continuing issue across the country. Although teacher salaries and social benefits are increasing, the wage in 2008 still remains close to the minimum standard of living (GEL 195 per month is the minimum teacher wage). Such low salaries and lack of financial incentives create a difficult environment for schools to recruit and retain teachers of high quality.

Starting in 2006, Georgia began implementing a professional development training program in curricula and classroom planning for all general education teachers in curricula and classroom planning. Initially teachers were expected to pay for this training and, consequently, teacher interest in the training was very low. Now MES has contracted several training providers including non-governmental organizations and the Education Department at Ilia Chavchavadze University (ICU) to conduct this training free-of-charge for all teachers in Georgia. In parallel to teacher training, MES plans to phase-in a 30 credit teacher certification examination process in 2010. The training provided by MES is designed to reinforce the skills and knowledge needed to pass the certification exam. The first round of certification is currently scheduled to be phased-in over a 4 to 5-year period for teachers of the Georgian language. Additional subjects will be introduced over time. Once the established grace periods for obtaining certification has expired, all general education teachers are expected to be certified. The Georgian Government is hoping that this gradual approach to certification will lead to increased teaching quality, improved student performance, and a smooth, less politically fraught reduction in the size of the current cadre of teachers (currently 70,000 teachers for 600,000 students). The present demand for new teachers is approximately 700 a year, roughly the number of education graduates produced each year by Georgia's university education programs.

Georgia's educational system produces approximately 60,000 high school graduates every year and about half of them apply to Higher Education Institutions (HEIs). Approximately 18,000 applicants are enrolled in universities and another 5,300 in professional colleges every year. The rest of these high school graduates, as well as school drop-outs, join the workforce with limited skills and employment opportunities.

To examine the quality of general school education, Georgia began participating in the *Progress in International Reading Literacy Study* (PIRLS) and the *Third International Mathematics and Science Study* (TIMSS) which conducted an international, independent assessment of Georgian 4<sup>th</sup> graders in reading and math in 147 randomly selected public schools<sup>1</sup>. The PIRLS and TIMSS assessment processes, conducted every 5 years, focuses on reading and math skills since these subject areas determine a student's ability to excel in more specialized and advanced subjects. Teaching curricula, methodology, and teacher qualifications are evaluated as part of the process. Georgian educators and the MES are deeply concerned that Georgia ranked 36<sup>th</sup> in reading among the 45 countries that participated in the 2006 PIRLS Study. In tested schools in Georgia, 18% of 4<sup>th</sup> grade students failed reading and 32 % demonstrated low skill levels in reading.

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<sup>1</sup> PIRLS report, Georgia, 2006

Results of the TIMSS science and math scores are expected later this year and Georgia's educators hope that the results will be better than the results in reading<sup>2</sup>.

In higher education, anti-corruption measures have been the main focus of management reforms to date. A crucial contribution to reduction in corruption has been made by the introduction of a unified entrance examination process in 2005 and a per-capita financing model. The GOG provides vouchers to students enrolled in HEIs. Voucher rates depend on the student's specialization and his/her performance on the unified entrance exams. HEIs set their own tuition fees and a student loan scheme has been initiated in cooperation with commercial banks. The independence of universities has been strengthened with the introduction of the new Law on Higher Education, which mandates that university rectors be elected as opposed to appointed and that university councils make the major administrative and budgetary decisions. Further reforms in management are envisioned that will grant current public universities non-profit status, significantly increasing their independence. Universities in Georgia have also started introducing meritorious-based selection processes for hiring professors.

Despite these reforms, there are very few HEI administrators with the formal administrative, financial management and executive training needed to capitalize on the opportunities for growth presented by these extensive reforms. As HEIs gain more budgetary and administrative independence, they will need skilled managers to lead their institutions in raising revenues, using resources more efficiently and effectively, and improving the quality of their teaching programs and staff.

Despite the educational reforms already enacted, many of Georgia's university graduates lack many of the essential skills needed to fully contribute to economic development and progress. University programs are not responsive to current job market demand and about 40 % of university graduates remain unemployed or underemployed.

In 2005 Georgia joined the Bologna Process. The purpose of the Bologna Process is to create harmonized higher educational systems in Europe by making academic degree programs and quality assurance standards more comparable and compatible throughout the region. This integration process with the European academic arena has accelerated the introduction of institutional and program accreditation as a means of improving quality. As part of this process, Georgia evaluated the performance of its HEIs in 2005-2006 and closed or consolidated many underperforming institutions, reducing the total number of universities from over 200 to just 41.

Introduction of new program accreditation standards in Law, Education, Medicine, and Agriculture is planned for 2009. The National Education Accreditation Center (NEAC) will be responsible for implementing this new university program accreditation process. At some point in the future, NEAC hopes to delegate this responsibility to professional associations and has requested USAID support in strengthening the current professional associations in Georgia to become strong advocates for high quality educational programs as well as for conducting continuing professional education courses.

These rapid changes in university management and introduction of accreditation processes resulted in a major lay-off of staff and professors, who were socially unprotected. This move generated a significant political backlash which is largely responsible for the slower certification and accreditation process now being implemented by the GOG at the general education level.

Through phase II of the Education System Realignment and Strengthening Program (2007-2010), the World Bank is providing a \$24 million loan in support of MES and its educational agencies in the areas of school infrastructure rehabilitation, general education curriculum development and teacher professional development training. Approximately 60% of the loan is being used for physical infrastructure rehabilitation of schools across Georgia in order to improve the physical learning environment. The remaining 40% of the loan is being used to support general education curriculum development in all subjects and at all grade levels. The loan is also being used to support the teacher professional development training program used to teach teachers how to deliver the new curriculum and to help them achieve professional certification. The NCAC has recently used this funding to hire an international expert in reading to improve the teaching of reading comprehension skills in the teacher professional development program in order to address the reading deficiencies identified by the 2006 PIRLS test.

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<sup>2</sup> TIMSS assessment was conducted in 2006 to evaluate education attainments in math and science

The European Commission provides support to Georgia's higher education sector in support of the Bologna Process through the TEMPUS project (Trans-European Mobility Program for University Studies). This 2 year, 300,000 Euro project is working with Georgia's leading universities to harmonize undergraduate degrees in business administration, education, physics, math, earth sciences, chemistry, European studies, history, civil engineering, and nursing with European standards for the same degrees. Additionally, the EC is planning to provide national government budgetary support to the education vocational sector starting in 2010.

Through the General Education and Development Assistance Project (GEDA), USAID technical assistance in the education sector over the past three years has helped facilitate Georgia becoming the first post-Soviet country to establish nationwide self-governance of schools and to reduce the number of underperforming universities. With USAID financial support, 42 regional ERCs were equipped and representative boards of 2,300 schools were established. Training has been provided to ERC staff in education management, finance, and data collection. National standards and guidelines for accreditation of higher education institutions have been developed and the capacity of the National Education Accreditation Center and universities has been strengthened to enable them to participate in the first university institutional accreditation process in Georgia.

Through a local grant under USAID's Small and Medium Enterprise program, USAID provided funding to Gori Community College to establish a professional degree program track. These programs allow high school graduates who were not admitted to academic programs to enroll in a 2 year course of study in 70 different professional fields including nursing, dentist's assistant, agribusiness management, tour operator, computer animation, photography, and accounting. The Gori program has enrolled 71 students in 2008, its first year of operation.

USAID's new vocational project, the Georgian Vocational Education Project (VEP), will promote economic growth and development by raising the productivity of workers and improving private sector competitiveness. It is designed to expand vocational education and training to meet labor market demand in the fastest growing sectors of tourism and construction. The VEP will work directly with public sector vocational education and training programs and will build public-private partnerships to help ensure the country's vocational education and training system meets current and future workforce needs.

Under the USAID Focus on Results: Enhancing Capacity across Sectors in Transition Countries program (FORECAST), the education sector will be supported through several small-scale activities with the National Assessment and Examination Center (NAEC) and with Tbilisi State University. In 2008, FORECAST will support the NAEC to develop a national system for graduate admissions testing, which will create a transparent, fair and competitive process to ensure that the best students are enrolled in graduate-level degree programs. FORECAST will also provide support to the NEAC to increase their management and technical capacities, resulting in more effective implementation of accreditation reforms in Georgia, and will prepare the NAEC for accreditation of all schools in Georgia.

Additionally, FORECAST will continue support for administrative reforms at Tbilisi State University. With its support, the decision making and financial management capacities of university departments will increase and the university will develop its business plan for attracting the diversified revenue sources. Institutional systems that promote and facilitate the production and marketing of academic products will be established and the university will advance its regional and international recognition, additional income streams and sustainability.

Despite progress of education reforms, it is clear that widespread weaknesses in the general and higher education sectors remain. In the general education sector, World Bank funding is being used to support infrastructure upgrades for schools and to improve general education quality through curriculum development and teacher training. In order to avoid duplication of World Bank efforts, USAID will focus its resources on addressing critical, underlying and related issues needed in order to improve management effectiveness and efficiency. These issues are education financing, decentralized education management, and education management capacity.

In the higher education sector, the European Commission (EC) is providing support for strengthening undergraduate programs by setting knowledge and skill competency criteria for its graduates in 10 topical areas. USAID will focus its resources on addressing chronic weaknesses in institutional management capacity. Additionally, USAID will continue its support for development of higher education accreditation standards in undergraduate areas not receiving EC assistance

such as medicine, as well as in some graduate-level degree programs, especially those supported by USAID e.g. health administration, education and business administration.

While GOG education funding has increased dramatically in recent years, general education funding, including funding for teacher salaries, remains very low, making motivation and retention of teachers difficult. The Ministry of Education has ambitious programs underway to upgrade teacher qualifications, the general education curriculum, and teaching methodologies. These general education quality improvement goals will be difficult to fully achieve without improving teacher motivation by improving their compensation. The MES recognizes the need to make additional adjustments to its education funding formulas and to identify additional ways to fund education. The MES has requested technical assistance in education finance from USAID. Increased funding will enable schools to improve teacher compensation and to address education inequalities by providing sufficient resources to schools in geographically remote and minority areas to allow these underserved populations to benefit from the same educational opportunities as the rest of the country. Greater resources will also allow schools to distribute text-books and other educational materials to students whose families can not afford to buy them. Strengthened district-level ERC authorities in administration and management of resources will enable ERCs to help their schools alleviate impacts of funding shortages by brokering local agreements between schools to pool some funding and teaching resources.

There is a chronic shortage of skilled education administrators at all levels of the educational system in Georgia. Currently there are no education administration programs offered by Georgian universities. A joint program financed by the Soros Foundation and the Ministry of Education sends 6 Georgian education administrators to the United States each year for a one-year graduate masters program in education administration. However these numbers are too small to build the critical mass needed to effect widespread quality improvements in the education sector. In order to rapidly expand the number of trained administrators in Georgia, establishment of an in-country education administrative training program is urgently needed. Georgia's foremost university in the education field, Ilia Chavchavadze University (ICU), located in the capital Tbilisi, is already developing a Masters of Education Administration program and plans to create short courses in various aspects of education administration for full-time administrators as well. Partnering Ilia Chavchavadze University with an established graduate-level education administrative program overseas will help ICU further develop its staff, enrich its new administration program, and more rapidly produce the numbers of education administrators with sufficient management skills needed to manage Georgia's general and higher education sectors.

The MES's efforts to improve education management have been limited to date by well intentioned education reforms which have not provided sufficient administrative empowerment to enable general education administrators to effectively manage their institutions. Technical assistance is needed to help the MES introduce changes to the General Law for Basic Education in order to further develop, clarify and define the roles and responsibilities of schools, ERCs, and local governments. These management reforms will be adopted and implemented more quickly if MES develops stronger collaborative relationships at the grassroots level. Effective education management is also hampered by insufficient reliable data on educational enrollment, retention, and performance needed by administrators and policy makers to use their resources most effectively. Technical assistance is needed to help the MES develop a coding system, common definitions of education indicators, and guidelines for completing data collection forms for the EMIS system in order to fill current gaps in information needed by policy makers and administrators.

Higher Education Institutions in Georgia have experienced rapid reforms and changes since 2005. More transparent funding formulas, admissions, and budgetary practices have been introduced and further reforms are planned. As these reforms are implemented, Georgia's universities require a large cadre of skilled administrators who can navigate their institutions through these changes and help these universities to grow, develop and become more competitive. Currently no management program exists in Georgia for training university administrators. Establishment of the planned Master's of Education Administration at ICU and development of short courses for full-time administrators will serve the institutional management capacity needs of higher education as well as general education. USAID's support of this program will help increase the numbers of skilled administrators more rapidly in Georgia's universities.

Quality of higher education in Georgia is hampered by low quality educational programs in Georgia's universities. Georgia's decision to join the Bologna Process will help to raise the quality of higher education by raising the standards for competency required for graduates of key undergraduate degree programs. In parallel with this process, the MES has

requested that USAID provide short-term technical expertise to the NEAC to assist them in developing standards for accreditation of university programs, such as medicine, agriculture, or law. This assistance will build the technical capacity of the NEAC to implement and manage the university accreditation process at both the undergraduate and graduate levels.

## C.2 PROGRAM OBJECTIVES

To address chronic education needs in Georgia, USAID/Caucasus proposes a new 3- year Education Management Project with the expected result of building management capacity in the education sector through establishment of an education management training program for administrators supported by necessary financial and administrative policy reforms. The Education Management Project will have two objectives:

1. Improve long-term institutional capacity of Georgia to better manage the education system and lead its transformation; and,
2. Ensure the effectiveness of education policies on management, finance, and accreditation through support to the Ministry of Education and Science, MES educational agencies, and ERCs.

Successful completion of the program scope of work components will result in the establishment of a strong Master's of Education Administration degree program as well as short-term training programs at Ilia Chachavadze University. Graduates from these programs will have the necessary management skills needed to improve administration and educational quality in their institutions. National policies on school management and decentralization will be refined to allow for more effective regional planning and decision-making and greater resource availability for schools. The Ministry of Education will be able to base its decisions on more reliable national, regional, and school level data as well as through participatory discussions with the civil society organizations and local communities. University education quality will be improved through the adoption of internationally recognized standards in the accreditation of university programs.

## C.3 PROGRAM TASKS

### **Objective 1: Improvement of long-term institutional capacity in Georgia to better manage the education sector** (40%)<sup>3</sup>

The contractor will provide expert advice and technical assistance for the following activities:

- Assist Ilia Chavchavadze University to establish a Master's of Education (M.Ed) in Administration degree program in their Department of Education for training educators who wish to pursue a career in general or higher education management and administration;
- Establish a cooperative partnership between Ilia Chavchavadze University and the Education Department of a leading university to enhance faculty development, curricula development, and access to current educational information and resources;
- Assist Ilia Chavchavadze University Department of Education to develop short-courses in education administration, finance, human resource management, and policy formulation for education administrators (school principals, university administration staff, ERC staff) requiring in-service training opportunities;
- Build on previous technical assistance and training to ERC staff in the areas of resource management and administration contingent upon passage of reforms that empower ERCs with greater management responsibilities; and

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<sup>3</sup> Percentages indicate the proportion of contractor effort to be applied to each component. However, this is not a level of effort contract.

- Strengthen the linkages between training education administrators and MES educational policy analysis and decision-making by encouraging M.Ed students in Education Administration to develop master's theses on topics relevant to the Georgian educational system.

**Expected Results:**

- Strong training and academic degree programs established at ICU
- At least 145 students enrolled in the two-year Master of Education Administration program
- At least 85 students graduate the two-year Master of Education Administration program
- ICU students and graduates develop at least 70 Education policy studies and research papers relevant to Georgia's education reforms, contributing to the creation of a local expertise in policy and administration
- At least 1000 school principals trained through ICU's training program in Education Administration

**Objective 2: Supporting effective education policies on management, finance, and accreditation through support to the Ministry of Education and Science, MES educational agencies, and ERCs (60%)..**

The contractor will provide expert advice and technical assistance for the following activities:

- Provision of technical assistance and expertise to the MES in education financing, including national financing formulas, in order to increase school budgets for teacher compensation, teaching materials, program or facility improvements, regional and minority needs, and other operating expenses;
- Provision of technical assistance to the MES in education legislative reform in order to improve decentralized management systems through greater empowerment of ERCs;
- Provision of technical assistance for further development of EMIS in order to improve informed policy decision making. Conduct a pilot of an enhanced EMIS data collection effort with selected schools and ERCs;
- Provision of training to the MES Research and EMIS Divisions on data collection and recording techniques and data analysis in order to help them utilize EMIS system capabilities effectively;
- Provision of targeted technical assistance to the NEAC to assist them in developing accreditation standards for university programs;
- Support for collaboration between the NEAC and Georgian professional associations to establish high quality standards for program accreditation; and,
- Assist the MES to improve its collaboration with local governments, trade unions, and other civil society organizations in order to improve grassroots participation and support for educational reforms and improvements in education quality.

**Expected Results:**

- Financing formulas for schools are adjusted to provide more funding for minority and geographically remote schools, more competitive teacher compensation, teaching materials, program or facility improvements, and other operating expenses;
- ERCs are empowered to administer and support schools;
- EMIS is functional and produces reports to inform policy decision making;
- Accreditation standards are developed for at least 3 programs with the participation of professional associations

- Civil society organizations, trade unions, and professional associations play an active role in education policy decision making and implementation.

#### C.4 EXPECTED RESULTS AND PERFORMANCE MANAGEMENT PLAN

Measurement of Project Progress: The contractor will design a plan for measuring improvements in education management over the life of the project. The contractor shall develop indicators, benchmarks, and targets for each of the components and establish baseline data against which subsequent performance can be measured. These indicators, benchmarks and targets, must be consistent with, but not limited to the indicators contained in the USAID/Georgia Operational Plan for Program Elements 3.2.1 Basic Education and 3.2.2 Higher Education.

Indicators for Education Management Program, consistent with USAID/Georgia Operational Plan for Program Elements 3.2.1 Basic Education and 3.2.2 Higher Education.

- Number of administrators and officials trained
- Does the program support education system/policy reform? If yes, please describe the contributions of your program, including progress against any mission-level outcome or impact indicator
- Number of laws, policies, regulations, or guidelines developed or modified to improve equitable access or the quality of services
- Number of host-country individuals trained as a result of USG investments involving higher education institutions
- Number of USG-supported organizational improvements that strengthen the institutional capacity of host-country higher-education institutions

#### C.5 SPECIAL CONSIDERATIONS

##### *Local Capacity Building*

The contractor will to the maximum extent possible use Georgian staff, technical experts and institutions in carrying out this scope of work. It is expected that skill development and capacity building of local experts will be one of the key outcomes of this program. The contractor will use every opportunity to develop a pool of experts within the country to continue addressing education reform needs beyond this contract.

##### *Coordination with Key Counterparts and Partner Groups*

**1. Georgian Counterparts.** The main counterparts at the national government level will be the Ministry of Education and Science and the National Education Accreditation Center. The contractor will provide advice and assistance to the Education Department of Ilia Chavchavadze University and to the other government bodies, as appropriate or as requested by USAID to further the objectives of this program. In addition, the contractor will work with civil society organizations and professional associations to advance their participation in education policy decision-making and implementation.

**2. Other Donors.** The contractor will coordinate efforts to the maximum extent possible with other international donors working in the areas related to education reform in Georgia. In particular, the contractor shall seek to coordinate efforts with such other donors as the World Bank and European Union which have been involved in supporting education reform efforts in Georgia.

**3. Other USAID Implementers.** To the greatest extent possible, the contractor shall closely coordinate activities with World Learning, implementing the FORECAST project, which has been focused on institutional and human capacity building.

##### *Geographic Focus*

This program will be implemented in Georgia.

**- END OF SECTION C -**

**SECTION D - PACKAGING AND MARKING****D.1 AIDAR 752.7009 MARKING (JAN 1993)**

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

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

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

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

**D.2 BRANDING STRATEGY**

(a) This contract implements the Education Management Project in Georgia.

(b) Materials and communications shall describe the project as a collaborative effort between USAID and the Government of Georgia. The contractor's identity or logo will not be displayed.

(c) The contractor shall implement the Branding Strategy through a Branding Implementation Plan and a Marking Plan, as approved by the CTO. Specific guidance is available at: <http://www.usaid.gov/policy/ads/300/302.pdf> , <http://www.usaid.gov/policy/ads/300/320.pdf> and [http://www.usaid.gov/branding/USAID\\_Graphic\\_Standards\\_Manual.pdf](http://www.usaid.gov/branding/USAID_Graphic_Standards_Manual.pdf) .

**- END OF SECTION D -**

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

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

**E.2 INSPECTION AND ACCEPTANCE**

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

USAID/Caucasus, Georgia in Tbilisi, Georgia

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

**- END OF SECTION E -**

## SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

### F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is TBD through TBD.

### F.3 PERFORMANCE STANDARDS

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

### F.4 REPORTS AND DELIVERABLES OR OUTPUTS

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

- (a) **Monthly Progress Reports:** The Contractor shall provide to the CTO, within 5 days after the end of each month, a report on the activities undertaken during the month. The monthly report should seek to be a brief yet precise, description of the activities, with emphasis on issues that have arisen, impacts made, constraints encountered, and suggestions for additional actions that might be taken. The monthly report should also include the Contractor's accrued monthly expenditures. The CTO is responsible for transmitting this information to the USAID financial management office responsible for the contract.
- (b) **Semi-annual Progress Reports:** The Contractor shall submit performance report semiannually to the USAID CTO and Contracting Officer at USAID/Caucasus, 25, George Balanchine Street, Tbilisi 0131 Georgia. Semi-annual report should be submitted within 15 calendar days following the reporting period and should include:
- Description of the progress made during the reporting period towards achieving the results, status of activities, a comparison of actual vs. planned accomplishments (as set for in the work plan), and a discussion of obstacles, constraints and opportunities affecting the program during the reporting period along with plans to address these issues during the next reporting period.
  - Reports should also include, as an addendum, success stories and digital photographs that USAID would be able to share with various stakeholders and the partner government.

The Contractor must notify the CTO in a timely manner in the event of problems, delays or adverse conditions which materially impair the ability to meet objectives of the award. These notifications must state the action taken or contemplated, and any assistance needed to resolve the situation. The report should not exceed 16 pages, plus annexes.

(c) Annual Work plans: Annual Work plans shall be required of the Contractor that will detail the work to be accomplished during the upcoming year. The scope and format of the Annual Work-plan will be agreed to between the Contractor and the CTO during the first thirty days after the award of the contract. The first Annual Work-plan shall be submitted within 45 days of award of the contract. Annual Work plans may be revised on an occasional basis, as needed, to reflect changes on the ground and with the concurrence of the CTO. The work-plan should include the estimated monthly funding requirements during the upcoming year of program implementation, necessary to meet all program objectives within the contract. USAID will respond to the work-plan within ten calendar days.

(d) Final End of Project Report: Within 60 days of the completion of this contract the recipient shall submit the original and one copy of a detailed final report to the Contracting Officer, and the CTO and one copy, in electronic (preferred) or paper form of final documents 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>.

The final performance report shall contain the following information:

- Executive Summary of the completed project.
- Detailed summary of overall project activities, results and lessons learned as well as recommendations for future development efforts.
- Success at accomplishing intermediate results, including a comparison of actual vs. planned accomplishments (as set forth in the work plans) and an explanation any shortfalls if they occurred.
- Cumulative totals for numerical targets.

The Final Project Report should not exceed 20 pages. In addition, it should include an addendum of success stories and digital photographs that USAID can share with various shareholders.

(e) Performance Monitoring Plan (PMP): Six weeks after the project start-up, the Contractor, in consultation with implementation partners and USAID, will submit a performance monitoring plan (PMP) for the project. The plan will include selection of indicators, baseline data requirements, and establishment of program targets. As necessary, data collection needs will be identified for a set of core indicators. The PMP will be based on USAID FY2008 Operation Plan indicators and targets.

## **F.5 KEY PERSONNEL**

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

TBD

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

**- END OF SECTION F -**

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **G.2 ADMINISTRATIVE CONTRACTING OFFICE**

The Administrative Contracting Office is:

USAID/Caucasus  
Regional Contracting Office

Internet email: RCOcaucasus@usaid.gov

Facsimile: (+995 32) 544 145

U.S. based mailing address:  
USAID/DOS  
7060 Tbilisi Place  
Washington, DC 20521

Street/delivery address:  
USAID/Caucasus  
Regional Contracting Office  
11 George Balanchine Street  
Tbilisi, Georgia 0131

## **G.3 COGNIZANT TECHNICAL OFFICER (CTO)**

The Cognizant Technical Officer from the Health and Social Development Office at USAID/Caucasus, Georgia will be designated by a separate Administrative letter issued by the Contracting Officer. Due to the high political sensitivity and need for oversight of the contract, close USAID oversight will be provided.

USAID/Caucasus, Georgia considers close collaboration with the contractor crucial for the successful implementation of this program. The CTO will conduct quarterly reviews of the program and hold corresponding meetings with Georgian counterparts.

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

(a) Technical Directions is defined to include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **G.5 PAYING OFFICE**

The paying office for this contract is:

**Street/delivery address:**

USAID/Caucasus  
Office of Financial Management  
11 George Balanchine Street  
Tbilisi, Georgia 0131

**U.S. based mailing address:**

USAID/DOS  
7060 Tbilisi Place  
Washington, DC 20521-7060

#### **G.6 ACCOUNTING AND APPROPRIATION DATA**

TBD

**- END OF SECTION G -**

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

752.7027

PERSONNEL

DEC 1990

**H.1 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.2 INSURANCE AND SERVICES**

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

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

Points of Contact:  
Sara Payne or Diane Proctor  
(703) 354-1616

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

**H.3 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (APRIL 2006)**

(Pursuant to class deviation OAA-DEV-2006-1c)

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

(b) Exceptions.

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

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

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

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

(a) Contract Reports and Information/Intellectual Products.

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

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

(b) Submission requirements.

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

(A) Online: <http://dec.usaid.gov>;

(B) Via U.S. Postal Service: Development Experience Clearinghouse, M/CIO/KM, RRB M.01, U.S. Agency for International Development, Washington DC 20523 .

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

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

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

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

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

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

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

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

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

**H.5 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this contract is 000 and 110.

**H.6 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES**

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

TBD

**H.7 LOGISTIC SUPPORT**

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

**H.8 LANGUAGE REQUIREMENTS**

Fluent English is required for contractor's long- and short-term international professionals; proficiency in English and Georgian is required for local professional and key administrative personnel.

**H.9 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT**

The Contractor's subcontracting plan dated TBD 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.10 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)**

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

**H.11 REPORTING OF FOREIGN TAXES**

(a) Final and Interim Reports. The Contractor must annually submit two reports: (i) An interim report by November 17; and (ii) A final report by April 16 of the next year.

(b) Contents of Report. The reports must contain: (i) Contractor name. (ii) Contact name with phone, fax and email. (iii) Agreement number(s). (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. (v) Only foreign taxes assessed by the foreign

government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa). (vi) 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. (vii) The final report is an updated cumulative report of the interim report. (viii) Reports are required even if the contractor/recipient did not pay any taxes during the report period. (ix) 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: (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements. (ii) "Commodity" means any material, article, supply, goods, or equipment. (iii) "Foreign government" includes any foreign governmental entity. (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the original reports to: the Office of Financial Management, ATTN: Regional Controller at 25 George Balanchine Street, Tbilisi 0131 Georgia. Please include the words "**Section 579 Interim Report**" in the subject line. One copy of each report should be sent to the respective CTO for the award and one copy to the Contracting Officer.

(e) Subagreements. The contractor/recipient 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.12 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)**

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:  
<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

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

**- END OF SECTION H -**

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

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

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	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (JAN 2004)	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
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
52.222-3	CONVICT LABOR	JUN 2003
52.225-1	BUY AMERICAN ACT--SUPPLIES	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN	FEB 2006

## SECTION I

114-08-010

	PURCHASES	
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I (JUN 1985)	
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987
	ALTERNATE I (APR 1984)	
52.244-2A	SUBCONTRACTS	JAN 2006
	ALTERNATE I (JAN 2006)	
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	FEB 2006
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
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.242-70	PERIODIC PROGRESS REPORTS	
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	APR 2006
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
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

## I.2 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(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 and has marked the record "Active".

(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 to provide the following information:

(i) Company legal business.

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

- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

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

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

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

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

**I.3 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (APR 2006)**

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

“Coercion” means—

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

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

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

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract, including all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means a Contractor that has no more than one employee including the Contractor.

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

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

“Severe forms of trafficking in persons” means—

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

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

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding Contractors and Contractor employees that engage in or support severe forms of trafficking in persons, procurement of commercial sex acts, or use of forced labor. During the performance of this contract, the Contractor shall ensure that its employees do not violate this policy.

(c) *Contractor requirements.* The Contractor, if other than an individual, shall establish policies and procedures for ensuring that its employees do not engage in or support severe forms of trafficking in persons, procure commercial sex acts, or use forced labor in the performance of this contract. At a minimum, the Contractor shall—

(1) Publish a statement notifying its employees of the United States Government's zero tolerance policy described in paragraph (b) of this clause and specifying the actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment;

(2) Establish an awareness program to inform employees about—

(i) The Contractor's policy of ensuring that employees do not engage in severe forms of trafficking in persons, procure commercial sex acts, or use forced labor;

(ii) The actions that will be taken against employees for violation of such policy;

(iii) Regulations applying to conduct if performance of the contract is outside the U.S., including—

(A) All host country Government laws and regulations relating to severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor; and

(B) All United States laws and regulations on severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor which may apply to its employees' conduct in the host nation, including those laws for which jurisdiction is established by the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261-3267), and 18 U.S.C 3271, Trafficking in Persons Offenses Committed by Persons Employed by or Accompanying the Federal Government Outside the United States;

(3) Provide all employees directly engaged in performance of the contract with a copy of the statement required by paragraph (c)(1) of this clause and obtain written agreement from the employee that the employee shall abide by the terms of the statement; and

(4) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the contracting officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a contract employee has engaged in conduct that violates this policy; and

(2) Any actions taken against employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c) or (d) of this clause may render the Contractor subject to—

(1) Required removal of a Contractor employee or employees from the performance of the contract;

(2) Required subcontractor termination;

(3) Suspension of contract payments;

(4) Loss of award fee for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts for the acquisition of services.

#### **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 2003)**

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

(a) Invoice payments--

(1) Due date.

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

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

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

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

(2) Certain food products and other payments.

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

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

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

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

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

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

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

(i) Name and address of the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) Additional interest penalty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **I.6 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.

#### **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.

**- END OF SECTION I -**

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

<b>ATTACHMENT NUMBER</b>	<b>TITLE</b>	<b>DATE</b>	<b>NO. PAGES</b>
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**ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS****ATTACHMENT 2 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET**

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at [http://www.USAID.GOV/procurement\\_bus\\_opp/procurement/forms/](http://www.USAID.GOV/procurement_bus_opp/procurement/forms/)

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

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at [http://www.USAID.GOV/procurement\\_bus\\_opp/procurement/forms/](http://www.USAID.GOV/procurement_bus_opp/procurement/forms/)

**ATTACHMENT 4 - SAMPLE SMALL BUSINESS SUBCONTRACTING PLAN**

**- END OF SECTION J -**



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

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

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

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

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

#### **I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION**

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

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

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

(c) Check the appropriate box below:

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

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

Date of Disclosure Statement:

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

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

(2) Certificate of Previously Submitted Disclosure Statement.

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

Date of Disclosure Statement:

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

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

(3) Certificate of Monetary Exemption.

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

(4) Certificate of Interim Exemption.

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

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

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

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

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

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

## **III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS**

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

YES       NO

**K.4 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)**

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

Yes  No

If the offeror checked "Yes" above, the offeror shall—

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

**K.5 INSURANCE - IMMUNITY FROM TORT LIABILITY**

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

**K.6 SIGNATURE**

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

Solicitation No. \_\_\_\_\_

Offer/Proposal No. \_\_\_\_\_

Date of Offer \_\_\_\_\_

Name of Offeror \_\_\_\_\_

Typed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**- END OF SECTION K -**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) The solicitation number;

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

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best

terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

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

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

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

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

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

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

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

Hand-Carried Address:

USAID/Caucasus  
Regional Contracting Office  
11 George Balanchine Street  
Tbilisi 0131 Georgia

Mailing Address:

USAID/Caucasus  
Department of State  
7060 Tbilisi Place  
Washington, DC 20521-7060

Facsimile: +995 32 00 12 91

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

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

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

<http://www.acqnet.gov/far/index.html>

#### **L.6 GENERAL INSTRUCTIONS TO OFFERORS**

(a) The offeror should submit the proposal:

(i) electronically - internet email with up to 6 attachments (2MB limit) per email compatible with MS WORD, Excel, Adobe Acrobat in a MS Windows environment. Only those pages requiring original manual signatures should be sent via facsimile. (Facsimile of the entire proposal is not authorized);

(ii) via regular mail - sending 4 paper copies of a technical proposal and one original, and 2 copies of a cost proposal and one original, however the issuing office receives regular international mail only once a week. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer; or

and/or

(iii) hand delivery (including commercial courier) - sending 4 paper copies of a technical proposal and one original, and 2 copies of a cost proposal and one original to the issuing office.

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

(b) Submission of Alternate Proposals

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

(c) Government Obligation

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

## **L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL**

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

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

(c) While the attached statement of work provides specific tasks to be accomplished, it is not intended to direct how the contractor should implement these tasks. USAID looks to the offerors to propose the means of implementation.

The technical proposal should not exceed 20 pages (excluding annexes) with font size no smaller than 11 pt. and should contain the following:

### **1. Technical Approach and Project Management Plan:**

(a) Technical Approach - The Technical Approach shall demonstrate detailed knowledge of the education sector in Georgia and provide a sound and feasible project implementation plan describing the approach, rationale and strategy to achieve results being proposed by the Offeror. The Offeror shall demonstrate understanding of the mechanisms and approaches needed in order to successfully facilitate educational reforms in a decentralized management system and explain priorities for national and district level capacity building with descriptions of how the capacity building program would be implemented. The Offeror shall also demonstrate understanding of gender issues and the impact of program activities on women in the Technical Approach.

(b) Project Management Plan - The Project Management Plan shall provide sufficient specificity to demonstrate what activities will be implemented, how activities will be carried out, when key activities or milestones will be reached, and what outputs and outcomes will be achieved. A clear description of activity sequence and level of effort should be provided. This section shall also include a management and staffing plan to implement the proposed technical approach. The offeror's staffing plan should include an organization chart, detailed position descriptions, and an LOE breakdown for all long-term and short-term local and international staff. The staffing plan should include a justification for the proposed composition and structure. The Offeror shall describe management requirements, its relationship with any international or local partners, its plan for oversight, management and support of any subcontracts, as well as its plan for ensuring coordination and integration of activity components. The Project Management Plan shall also include a clear monitoring and evaluation plan that shall set forth the major results, activities, and deliverables within the contract. Targets and indicators should be consistent with the "F" framework and the "Expected Results" section of the SOW.

**2. Personnel:**

(a) This section shall define who will be employed under the contract, for what purposes, and the schedule of their deployment. USAID expects that project field staff, regardless of institutional affiliation, will be co-located in the project office in order to maintain a single identity for the project and to facilitate teamwork and coordination. The contractor under this award is expected to maintain the minimum necessary full-time professional and support staff, but should propose additional short-term staff or consultancies to best respond to this request for proposals. The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be part of an evaluation factor.

(b) Chief of Party: USAID will designate the Chief of Party position as Key Personnel. The Chief of Party (COP) will be responsible for setting the overall strategic direction and framework under which the Education Management activities will be implemented. S/he will supervise project implementation, serve as the principal interlocutor with USAID and the GOG, and ensure that the project meets its planned results. The Chief of Party must demonstrate ability to work in an advisory capacity to the Ministry of Education and Science. The Chief of Party must have ability to collaborate with cooperating country's public organizations, donor community, and civil society organizations. The Chief of Party must have a graduate level academic degree in Education Administration, Policy, or Management and at least 7 years of experience in implementing donor-funded education reform projects in an international setting. The Chief of Party should possess well-developed leadership skills, excellent presentation skills and oral and written fluency in English. Georgian language skills are desirable but not required.

(c) Other Long-term and Short-term Staff: The Offeror should propose candidates for the long-term and short-term positions that the contractor believes to be most important to achieving the scope of work. A description of how position and proposed candidate will contribute to the achievement of the requirements of this scope of work shall be submitted for each position. Candidates will be evaluated individually and the team will be evaluated for its ability to carry out the objectives defined in the statement of work. Proposed candidates should demonstrate the following: appropriate professional capabilities and academic credentials; relevant work experience; and depth of knowledge in field of expertise. It is desirable that proposed long-term staff has a working knowledge of Georgian, but relevant technical expertise is more important than language ability, especially for short-term consultants. USAID may choose to designate additional positions as Key Personnel positions for this contract as deemed appropriate. Any changes to position(s) identified as key personnel under this contract must be approved by USAID.

(d) The contractor will to the maximum extent possible use Georgian staff, technical experts and institutions in carrying out the statement of work. It is expected that skill development and capacity building of local experts will be one of the key outcomes of this program. The contractor will use every opportunity to develop a pool of experts within the country to continue addressing education reform needs beyond this contract. The contractor will indicate in their proposal how they expect to accomplish this goal.

(e) A full CV and references must be submitted for all personnel; references must include both E-mail and telephone contact information. The Offeror must include as part of its proposal a statement signed by each person proposed as confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

(f) CVs/Resumes detailing proposed US personnel's experience for the proposed position/function. CVs/Resumes must include:

- Name/address
- Proposed position/level and duties to be performed
- Chronology of relevant work and academic experience
- Duration of relevant work/academic experience (*Relevant months as well as years must be included*)
- Full or part-time
- Description of duties performed
- Contact information for references

(h) A certification that no USAID employee has recommended the use of an individual or subcontractor under the proposed contract who was not initially identified by the Offeror's organization.

### 3. Institutional Capacity

(a) The Offeror must provide sufficient information to demonstrate the capability to staff, organize, manage, and implement the full range of activities required to achieve the contract's goals and objectives, including managing the sub-contracts or sub agreements. The statement of Institutional Capacity shall provide sufficient information to demonstrate that the Offeror possesses sound management capacity so as to promptly and appropriately address any management, programmatic, or financial problems during project implementation. The Offeror must also demonstrate flexibility to adjust implementation to reflect changing priorities of the client.

### 4. Past Performance (attachments):

(a) The offeror (including all partners of a joint venture) must provide performance information for itself and each major subcontractor (One whose proposed cost exceeds 20% of the offeror's total proposed cost) in accordance with the following:

1. List in an annex to the technical proposal up to five of the most recent and relevant contracts for efforts similar to the work in the subject proposal. The most relevant indicators of performance are contracts of similar type of work, magnitude, complexity and the currency of the performance.
2. Provide for each of the contracts listed above a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, and a description of the performance to include:

- Scope of work or complexity/diversity of tasks,
- Primary location(s) of work,
- Term of performance,
- Skills/expertise required,
- Dollar value, and
- Contract type, i.e., fixed-price, cost reimbursement, etc

(USAID recommends that you alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when USAID requests it)

(b) If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken\*.

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

\* Required by FAR 15.305(a)(2)

(d) Performance in Using Small Business (SB) Concerns (as defined in FAR 19.001)\*.

(1) This section (d) is not applicable to offers from small business concerns.

(2) As part of the evaluation of performance in Section M.1 of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and prior contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract(s). (3) In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must do the following: (A) Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics

support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar SB incentive programs set out in your contract(s) and explain any mitigating circumstances if goals were not achieved. (B) To supplement the narrative summary in (A), provide with your summary a copy of the most recent SF 294 "Subcontracting Report for Individual Contracts" for each contract against which you were required to report for the past three years. (C) Provide the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her title, phone number, and e-mail address for each.

## **6. Branding Implementation Plan and a Marking Plan**

As required in Section D.2, the proposal will include the offeror's plan for implementation of the Branding Strategy, as an annex.

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

The estimated cost for the three-year period is \$5.5 to \$6 million including fixed fee (if any). The fixed fee, if any, is to be determined.

- (a) Each offeror shall provide a budget for each line item listed in Section B.4. with supporting "Budget Notes" assumption narrative and spreadsheet(s) in sufficient detail to allow a complete analysis of each line item cost. This is to include a complete breakdown of the cost elements associated with each line item and those costs associated with any proposed subcontract, for the period of the contract.
- (b) If the contractor is a joint venture or partnership, the business management proposal must include a copy of the legal agreement between the parties to the joint venture or partnership. The agreement will include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting responsibility, how work will be allocated, overhead calculated, and profit shared, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.
- (c) Detail of the offeror's management structure as it relates to performance of services described in Section C.
- (d) The representations and certifications, as set forth in Section K. of this solicitation, with the last page signed. This should be completed by subcontractors as well.
- (e) For US personnel and professional CCNs, biographical data (USAID Form 1420-17) for proposed direct labor, containing salary history for the prior three years and proposed salary rate. Bio-data must be properly certified and signed in original signatures by both the employee and the Offeror and shall be included as attachments to the Cost Proposal.
- (f) The offeror and each subcontractor shall include a Statement of Contingent Fees (SF 119) if required by Section K.
- (g) Small Business Subcontracting Plan
- (h) The offerors shall submit Standard Form 1411 entitled "Contract Pricing Proposal Cover Sheet".
- (i) Audited balance sheets and profit and loss statements or if not available, returns as submitted to Federal tax authorities for the offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. (The balance sheets and profit and loss statements for the current fiscal year may be unaudited.) The profit and loss statements should include details of the total cost of services sold, and be annotated by either the auditor or offeror to delineate the offeror's indirect expense pool(s) and customary indirect cost distribution base(s).
- (j) A copy of the offeror's personnel policies in effect at the time the offer is submitted.

**SECTION L**

**114-08-010**

- (k) A copy of the offeror's travel policies in effect at the time the offer is submitted.
- (l) A copy of the current Negotiated Indirect Cost Rate Agreement (NICRA), if applicable.

**- END OF SECTION L -**

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 EVALUATION CRITERIA

Technical, cost and other factors will be evaluated relative to each other, as described herein. All technical evaluation factors, taken as a whole, are of greater importance than cost or price in determining best value.

(a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.

(b) The cost proposal will be evaluated by the method described in this Section.

(c) The criteria below are presented by major category, with points indicating relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation. Subfactors within each category are of equal importance unless otherwise stated.

The criteria presented below have been tailored to the requirements of this RFP. Offerors should note that these criteria serve to (a) identify the significant matters that offerors should address in their proposal and (b) set the standard against which all proposals will be evaluated. To facilitate review of proposals, offerors should organize the narrative sections of their proposals in the same order as the selection criteria.

#### 1. Technical Approach and Project Management Plan (50 points)

##### a. Technical Approach (35 points):

- Demonstrated detailed knowledge of the education sector in Georgia;
- Soundness and feasibility of the technical approach, rationale and strategy to achieve results;
- Demonstrated understanding of the mechanisms and approaches needed in order to successfully facilitate educational reforms in a decentralized management system;
- Clarity and appropriateness of priorities for national and district level capacity building and the proposed interventions for achieving these priorities;
- Demonstrated understanding of gender issues and the differential impact of program activities on men and women.

##### b. Project Management Plan should provide (15 points):

- Appropriateness, specificity and feasibility of the activities to be implemented, their sequence, and the outputs and outcomes to be achieved.
- Clarity and appropriateness of the management and staffing plan to effectively carry out the proposed activities
- Precision appropriateness of the monitoring and evaluation plan in capturing major results, activities, and deliverables

#### 2. Personnel (30 points)

##### a. Chief of Party (20 points)

- Appropriateness and level of professional capabilities and academic credentials;
- Relevance of work experience and demonstrated ability to manage the international donor funded programs;
- Demonstrated depth of knowledge of decentralized education management, education policy reform, and education finance;
- Relevance and significance of the proposed position in contributing to the achievement of the requirements of this scope of work and the appropriateness of the proposed candidate in; and
- Georgian language skills encouraged but not required.

b. Other Long-term and short-term staff (10 points)

- Level and appropriateness of professional capabilities and academic credentials of candidates and relevance of work experience;
- Depth of knowledge in field of expertise
- Ability of the proposed team to contribute to the achievement of the requirements of this scope of work.

**3. Institutional Capacity** (10 points)

- Demonstrated capability to staff, organize, manage, and implement the full range of activities required to achieve the contract's goals and objectives,
- Demonstrated ability to manage sub-contracts or sub agreements;
- Demonstrated ability to promptly and appropriately address management, programmatic, or financial problems that may occur during project implementation; and
- Demonstrated flexibility to adjust implementation to reflect changing priorities of the client.

**4. Organizational Past Performance** (10 points)

- The Offeror and major subcontractor(s) shall demonstrate strong past performance in implementing programs of similar complexity.

(a) Performance information will be used for both the responsibility determination and best value decision.

USAID may use performance information obtained from sources other than those specifically identified by the offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from references and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror's performance.

(b) If the performance information contains negative information on which the offeror has not previously been given an opportunity to comment, USAID will provide the offeror an opportunity to comment on it prior to its consideration in the evaluation, and any offeror comment will be considered with the negative performance information.

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

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

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

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

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

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

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

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

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

(f) In cases where 1. an offeror lacks relevant performance history, 2. information on performance is not available, or 3. an offeror is a member of a class of offerors where there is provision not to rate the class against a sub factor, then the offeror will not be evaluated favorably or unfavorably on performance. The "neutral" rating assigned to any offeror lacking relevant performance history is a score commensurate with the percentage of points received vs. possible points. An exception to this neutral rating provision: the non-small businesses prime with no history of subcontracting with small business concerns. Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an offeror's performance.

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**Total: 100%**

### **Cost Proposal**

The contractor should have a structure that will allow it to provide the best value, greatest results at the lowest cost. Each offeror's cost proposal of the contract period shall be evaluated in terms of reasonableness and cost realism to determine the appropriate cost for the work, the offeror's understanding of the work, and the offeror's ability to perform the work.

Price has not been assigned a numerical weight. Offerors are reminded that the U.S. Government is not obligated to award a negotiated contract on the basis of the lowest proposed cost (see FAR 15.101-1) or to the offerors with the highest technical evaluation score. After the final evaluation of the proposals, the Contracting Officer will make the award to the offeror whose proposal offers the best value to the Government, considering both technical and cost factors. It should be noted that estimate cost is an important factor and its importance as an evaluation factor will increase as the degree of equality of technical competence between proposals increases.

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

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

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

## **M.3 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES**

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

**- END OF SECTION M -**

**ATTACHMENT 1. IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS**

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

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

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

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

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

(e) Code 110 – Independent states of the former Soviet Union.

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

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

<http://www.usaid.gov/forms/AID1420-17.doc>

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



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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation 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 registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for Local Reproduction  
Standard Form - LLL-A

ATTACHMENT 4. SAMPLE SMALL BUSINESS SUBCONTRACTING PLAN

[http://www.usaid.gov/forms/model\\_small\\_bus\\_plan.doc](http://www.usaid.gov/forms/model_small_bus_plan.doc)

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

MODEL SUBCONTRACTING PLAN OUTLINE \*

Identification Data

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Solicitation or Contract Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

Total Amount of Contract (Including Options) \$ \_\_\_\_\_

Period of Contract Performance (MO. & YR.) \_\_\_\_\_

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

1. Type of Plan (Check One)

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

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

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

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

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

(2) A statement of--

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

(\*Expressed as a percentage of "A")

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

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

(check all that apply)

Subcontracted

Supplies/Services \_\_\_\_\_ LB SB VOSB SDVOSB HUBZone SDB WOSB

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(Attach additional sheets if necessary.)

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

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

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

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

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

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

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

(10) Assurances that the offeror will--

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

the forms or as provided in agency regulations.  
(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

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

ADDRESS:

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

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

SUBCONTRACTING PLAN AUTHORIZATION:

NAME: \_\_\_\_\_

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

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

SIGNATURE: \_\_\_\_\_