



**USAID**  
FROM THE AMERICAN PEOPLE

**Issue Date: April 9, 2008**  
**Closing Date: May 9, 2008**  
**Closing Time: 12:30PM Lima time**

**Subject: Solicitation No. 527-08-000004**  
**USAID/PERU – STRENGTHENING INSTITUTIONS AND POLICIES**

Dear Prospective Offerors:

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

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

USAID plans to award a cost plus fixed fee (CPFF) completion-type contract with a total estimated cost of \$2 to \$2.75 million covering a total estimated period of four years: a three (3) year base period and one (1) one-year option period. Offerors must propose costs that they believe are realistic and reasonable for the work. Cost Proposals will be evaluated as part of a best value determination for contract award, including cost effective approaches to achieving the results.

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

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

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

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

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

**Questions and Answers** the deadline for receiving questions is April 23, 2008. Questions may be submitted to the Contracting Officer to the addresses/numbers and email as identified in Section L, and via email to [lmurquia@usaid.gov](mailto:lmurquia@usaid.gov). Oral instructions, answers or guidance from whatever USAID source prior to the award of the contract shall not be binding.

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

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

Sincerely,



*fa*  
Erin Elizabeth McKee  
Supervisory Contracting Officer

Encl: SOL 527-08-000004

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 1	PAGES 89
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 527-08-000004		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 04/09/2008
7. ISSUED BY REGIONAL CONTRACTING OFFICE USAID/PERU UNIT 3760 APO AA 34031		8. ADDRESS OFFER TO (If other than Item 7)		6. REQUISITION/PURCHASE NUMBER 527-08-000088		

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

### SOLICITATION

9. Sealed offers in original and 3 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 Av. La Encalada cdra 17 s/n, Monterrico, Surco, Lima 33 - Peru until 12:30 pm local time 05/09/2008  
(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 Liliana C. Murguia	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 511 618-1494	C. E-MAIL ADDRESS lmurguia@usaid.gov
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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 90 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT \$. 00	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY Regional Financial Management Office USAID/Peru Unit 3760 APO AA 34031		CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Erin Elizabeth McKee Supervisory 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 - SERVICES AND COSTS**

**B.1 PURPOSE**

The Strengthening Institutions and Policies (SIP) activity will be USAID’s principal tool for engaging with Peruvian civil society, elected and executive government officials, media, and academia on counternarcotics policy issues. The primary objective of the contract will be to create a critical mass of public and civil society actors who are well-informed on counternarcotics-related issues and who can help advance policy that furthers the Government of Peru’s (GOP) and the Government of the United States’ (USG) objectives of controlling illicit coca and promoting integrated development in coca growing regions.

**B.2 CONTRACT TYPE**

A Cost-Plus-Fixed-Fee (CPFF) Completion Type Contract, for a total period of performance of four years, three (3) year base period and one (1) one-year option period will be awarded under this solicitation. The technical proposal should be written for the full four years and the contract budget should be presented by year as shown in Section B.4.

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

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is: Base Period TBD, and Option Year 1 TBD. The fixed fee, if any, is Base Period TBD, and Option Year 1 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 COST SCHEDULE**

#	CLIN	Year 1	Year 2	Year 3	Option Year 1	Total
001	Strengthening Institutions and Policies (Program Element No. 1.4.2)					
	Fee					
	<b>TOTAL</b>					

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

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

predetermined rates and the appropriate bases.

**B.6 CEILING ON INDIRECT COST**

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

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

- (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 costs 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****EXECUTIVE SUMMARY.**

Achievements made through USG investments in counternarcotics activities, both in law enforcement (i.e. eradication and interdiction) and in alternative development, could easily be undone by adverse policy and legislative developments and weak GOP institutions. This risk has only increased with the election of pro-coca representatives to Congress and to many of the regional and local governments where USAID programs operate. There is an organized, effective, well-funded, and active pro-coca lobby that is distorting public debate, clouding government positions, and working with the sole purpose of defeating GOP and USG counternarcotics (CN) objectives and activities. This activity represents a counterbalance to those efforts.

The Strengthening Institutions and Policies (SIP) activity will be USAID's principal tool for engaging with Peruvian civil society, elected and executive government officials, media, and academia on counternarcotics policy issues. The primary objective of the contract will be to create a critical mass of public and civil society actors who are well-informed on counternarcotics-related issues and who can help advance policy that furthers GOP and USG objectives of controlling illicit coca and promoting integrated development in coca growing regions.

**C.1 INTRODUCTION**

Peru remains the world's second largest producer of coca leaf, with an estimated production of 114,100 metric tons per year, of which only 9,000 metric tons are necessary to satisfy demand for licit uses recognized by Peruvian law (traditional coca chewing by indigenous populations plus very limited industrial uses and exports). Therefore, over 90% of Peru's coca leaf production goes to supplying the illegal narcotics industry, resulting in a potential cocaine production estimated at 280 MT annually<sup>1</sup>. The illicit drug industry creates a tremendous obstacle for the development of regions affected by coca cultivation, and threatens the economy and security of the country as a whole.

Counternarcotics programs have been a central element in USG policies and programs in Peru over the last decade, and remain a key component of the USG foreign assistance plans for the coming years. In the mid-nineties, the US and Peruvian governments agreed to a three-pronged counternarcotics strategy (interdiction, eradication and alternative development) to disrupt the illegal narcotics industry, cut access to its supplies of raw materials, and enhance the economic and social development opportunities for families that decide to abandon illicit coca and embrace licit lifestyles. In 2002, USAID incorporated an activity to address Peru's policy and institutional setting, recognizing that weaknesses in these areas could make a crucial difference in the impact of overall counternarcotics programs, with millions of dollars of investments and program achievements at risk of being easily undone by pro-coca legislation or policies.

SIP will be USAID's principal tool for engaging with Peruvian civil society, elected and executive government officials, media, and academia on counternarcotics policy issues. Its primary objective is to create a critical mass of public and civil society actors who are well-informed on counternarcotics-related issues and who can help advance policy that furthers GOP and USG objectives of controlling illicit coca and promoting integrated development in coca growing regions. The activity will take advantage of and build on the information, studies, and results attained by the two previous policy and institutional development activities, implemented from 2002-2008.

SIP is conceived to be both proactive and reactive. It will seek out and identify areas to foment improved capacities, informed policies, and enhanced dialogue on alternative development and counternarcotics

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<sup>1</sup> Coca production figure comes from UNODC, Coca cultivation in the Andean Region, A survey of Bolivia, Colombia, Ecuador and Peru, June 2007. Coca demand figure comes from the results of the national survey by Peru's National Institute of Statistics (INEI), published in 2004.

issues, while maintaining the capability to engage and mitigate unexpected institutional, legislative, and media crises. SIP will aim at accomplishing the following fundamental objectives: (i) create a critical mass of public and civil society actors who are well-informed on counternarcotics-related issues; (ii) achieve a level of “buy-in” by critical stakeholders sufficient to mobilize their active participation in public dialogue; and (iii) ensure stakeholders have necessary capabilities to help advance policies that further GOP and USG objectives of controlling illicit coca and promoting integrated development in coca growing regions.

### ***Statement of Problem***

Peru’s policy and institutional environment is far from ideal. Outdated and ineffective legal and regulatory structures result in inadequate control of the legal market for coca and general confusion of the public about legal and illegal coca. The resulting ambiguity has been skillfully exploited by coca growers (*cocaleros*), their unions, and their supporters both on the national and international stage. A critical factor affecting counternarcotics programs has also been the role of the government of Peru (GOP) and its political will to make tough decisions on CN policy, as well as the role of the various institutions involved in implementing and coordinating those policies. Some of the involved GOP institutions have been subject to tremendous social and political pressure by *cocalero* groups seeking to take advantage of legal and regulatory ambiguities, with serious implications on both eradication and alternative development efforts. The election in 2006 of several pro-coca members of Congress and changes in several regional and local government administrations to include pro-coca leaders have only strengthened the position and profile of their pro-coca struggles. In the past year, there have been numerous attempts to pass pro-coca legislation, including efforts to move the state-owned enterprise responsible for legal coca marketing to Cuzco and others seeking to promote coca as National Patrimony and therefore subject to protection from eradication and control. The *Acta de Tocache* signed by the Minister of Agriculture under pressure of continued general strike by *cocaleros* in Tocache paralyzed eradication efforts in the area for months, and threatened the success of alternative development projects there.

Despite such challenges, USAID has managed to achieve significant successes in the policy arena. USAID’s interventions during 2002 – 2007 have increased awareness and acknowledgement among key opinion leaders and media about the problem of narcotrafficking in Peru. USAID-supported studies have changed the terms of the debate on narcotrafficking in Peru, taking it out of the realm of myth and speculation and encouraging a dialogue based on facts and technical analyses. The policy interventions have been an important factor to bring about improved legislation, regulation and managerial systems to facilitate the control and monitoring of precursor chemicals. USAID’s technical assistance has directly contributed to Peru’s new national counternarcotics strategy 2007 – 2011, the first with clearly defined targets, and has supported the establishment of a first-ever counternarcotics “earmark” in Peru’s national budget for more than 15 agencies and Ministries that work in coca-growing areas.

As the current policy contract is coming to an end in July 2008, USAID has concluded that a follow-on activity for policy and institutional development should be implemented in the coming years as a fundamental element in sustaining the achievements made by the AD program to date and avoid their eventual deterioration in the face of possible adverse policy, legislative or institutional developments.

### ***Policy and Institutional Setting.***

The political dynamics surrounding counternarcotics and coca issues are highly erratic, and are often reactive to particular social conflicts or political crises. However, there is a basic foundation of high level commitment to fighting narcotrafficking, and an increasingly concerned public discourse about the magnitude of the problem and its impact on Peru. Barring fluctuations resulting from any radical events influencing the policy dynamic, USAID considers the following assumptions as a plausible basis for the policy activity:

- The GOP, in dialogue with the USG, will remain committed to the basic tenets of its current counternarcotics strategy, which tracks closely with the USG’s aforementioned three-pillar approach of interdiction, eradication and alternative development. The USG’s strategy will

remain essentially the same, incorporating assistance to post eradication communities and consolidation of broader licit areas in the alternative development program.

- DEVIDA will remain as the umbrella GOP agency responsible for coordination and oversight of the overall national counternarcotics program, and the main counterpart for USAID AD programs.
- GOP's decided stance on CN issues will be maintained. Programmed eradication by law enforcement agencies will continue, though increased opposition can be expected, so programmed eradication might be negatively impacted during politically sensitive periods such as the APEC summit planned for November 2008.
- We expect GOP leadership to oppose initiatives overtly supporting illicit coca interests in Congress; and a significant number of GOP representatives will be willing to isolate and mitigate the most damaging of such initiatives given that substantiated information is provided in a timely manner.
- GOP national-level actors will act in a unified manner along all the major fronts related to CN topics. Isolated and ill-informed initiatives potentially damaging to Peru's CN strategy may arise at different junctions from different sources (ex. ENACO).
- USAID expects that pro-coca and narco-trafficking interests will seek to increase their influence in Peruvian politics, social movements and public opinion at national and regional levels. Such interests may act independently or try to "piggyback" on political and social movements seeking to gain acceptance among people and regions still not benefiting from Peru's macroeconomic progress. At the local level, remnants of subversive movements allied with narco-trafficking may increase their violence in response to a more effective eradication and interdiction campaign, which may lead to increased pressure on local and regional authorities subject to personal security risks to be permissive with illicit coca and other illegal activities.

In addition to the overall policy environment, particularities of specific institutions that will be closely involved with the work of the SIP activity should also be considered when developing strategies:

#### *DEVIDA*

In Peru the development of overall counternarcotics strategy and the coordination of its implementation are the responsibilities of the National Commission for Development and Life without Drugs (DEVIDA), reformed and renamed by the Toledo administration in 2002. Currently, this entity does not directly implement development assistance or law enforcement interventions, but is meant to coordinate efforts from the myriad governmental actors in counternarcotics and related programs. In December 2006, DEVIDA released the new National Counter-Narcotics Strategy for the period 2007 – 2011. The strategy places emphasis on state presence in drug producing areas and on prevention to reduce domestic drug consumption - for the first time proposing specific targets on reduction of illicit crops, seizures of drugs and precursor chemicals, and reduction of consumption. The long-standing elements of the three-pillared approach in USG - GOP counternarcotics programming (interdiction, eradication and alternative development) remain present in the new strategy.

DEVIDA's public profile has been on the rise under the Garcia administration, following five years under the Toledo administration (2001 – 2006) in which it had little power to impose a truly coordinated approach among the different government sectors. However, even during those years the GOP managed to maintain a fairly consistent CN stance; resisting attempts from *cocaleros* and their political allies to halt eradication and create significant cracks in existing coca and narcotics legislation. Supreme Decree 044, issued in April 2003 after major *cocalero* protests, provided the framework for voluntary eradication and programmed eradication activities, as well as a basic agenda for coca policy improvements. Definitive studies to determine legal coca demand and a new law and regulations to improve controls of precursor chemicals were important GOP efforts supported by USAID as part of a progressive improvement of the national CN framework.

The scenario became more complex after the 2006 general elections. For the first time *cocalero* leaders had seats in Congress. Surveys of new members of Congress revealed that poor information and

general misunderstanding on coca and narcotics issues were the norm among newly elected politicians. In the coca-growing valleys, the political influence of *cocaleros* and even narcotraffickers was prominent during the local elections in late 2006, and candidates influenced by such interests now lead municipal governments in a significant number of districts – including areas where AD efforts are focused. While Peru’s Constitutional Court has ruled that legislation and management of the struggle against drugs and coca-related issues are within the exclusive competence of the national government, pro-cocalero and anti-AD positions adopted by some regional and local government still can and does negatively impact negatively USAID’s programs.

Several months after the general elections, in the face of increased social conflict around coca and eradication issues, the Garcia administration assumed a definite stance against narcotrafficking that has gradually gained in consistence and depth. This stance is now reflected in the abovementioned national CN strategy; the cross-sectoral funding for alternative development and CN efforts in the 2008 public budget; and the surpassing of the 2007 targets in the coca eradication program by the Ministry of Interior with USG support – all this in the midst of increased violent resistance from coca growers and narcotraffickers. However, despite improved political will, institutions such as DEVIDA involved in formulating and implementing counternarcotics policy require significant empowerment and institution building if they are to be successful for the long term – even more critical in the face of declining assistance budgets that will place more responsibility on the GOP for program management and implementation. Outdated structures and procedures, as well as inefficient organization, poor alignment of staff and resources, as well as other institutional challenges, remain a constraint to additional progress.

The contractor will be expected to work closely with DEVIDA in identifying opportunities for institution building, and this will be the primary focus of the institutional strengthening component of this activity.

#### *ENACO*

In addition to DEVIDA, the National Enterprise for Coca Commercialization (ENACO) plays a major role in coca leaf control, as it is the single state entity authorized to manage the commercialization of all coca for licit (traditional and industrial) uses, as well as for keeping a register of authorized coca leaf producers and traders. A draft law promoted by President Garcia to transfer ENACO from the national government to the authority of the Regional Government of Cusco during 2007, as well as other similar proposals spearheaded by congresspeople from other coca-growing regions, raised concerns about the consequences of such a transfer for the control of coca cultivation. Regional governments have shown weak administrative capacity, and the promotion and industrialization of coca has been a local political demand in coca-growing regions for some time - despite the fact that most of the production in the regions goes to narcotrafficking. While efforts to sensitize policymakers about the risks inherent in the decentralization of ENACO have been successful so far, there are no guarantees that similar initiatives won’t continue to surface.

ENACO has traditionally been a weak institution, subject to the influence of petty politics and known for its “black-box” decision-making and price-setting practices. FONAFE<sup>2</sup>, the GOP entity in charge of supervising public enterprises, has attempted several times without success to restructure ENACO in order to transform it to an efficient and more transparent entity for coca production control, due to a mix of political interests and lack of political will at the highest levels.

The contractor is not expected to engage in institutional strengthening activities with ENACO at this time, unless either there is a political mandate to do so or unless the organization undergoes a significant transformation rendering it a transparent, accountable partner. However, it does play a role in the policy setting dynamic, and the contractor should be prepared with strategies for mitigating counterproductive activities or policies initiated by ENACO.

#### *Ministry of Agriculture*

While the Ministry of Agriculture would appear to be a natural partner for the Alternative Development

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<sup>2</sup> National Fund for Financing Government’s Entrepreneurial Activity

Program, they have continually opted for a controversy-free approach to their work, which has meant minimal collaboration or interest with anything related to counternarcotics or coca control. In general, the Ministry is regarded as an average-performing ministry, but is recognized for having made important strides recently in trade promotion and economic competitiveness for Peruvian agribusiness. However the current Minister has expressed interest in coordinating agricultural/economic development efforts, but strictly from a development perspective – not with a counternarcotics optic.

As agricultural policies that effect coca growing regions arise, the contractor would be expected to engage on those issues with the Ministry in consultation with USAID. In addition, if particular offices within the Ministry become more engaged in alternative development or related activities, and if there is a window of opportunity to do so, the contractor should seek to develop relationships and provide technical assistance or targeted capacity building/institutional strengthening as necessary.

### *SUNAT*

The National Superintendency for Tax Administration (SUNAT) has a minor but potentially influential role in work performed under the policy contract and the AD program in general. SUNAT has expressed interest to DEVIDA in remaining engaged in efforts to combat drug trafficking and money laundering, and even coca control through its fiscal oversight – although this role is embryonic, it could potentially influence the policy environment.

### *Decentralization*

Peru's decentralization process, accelerated under the Garcia administration, has shifted roles and responsibilities for the promotion of economic development in Peru's poorest regions, which include the coca-growing valleys. These areas in the high jungle region have historically had minimal political leverage on the national scene because of their isolation and relatively scarce population, which, given the chronic fiscal deficits from the mid 1970's to late 1990's, resulted in an almost total lack of state presence or investment. This situation facilitated the entrenchment of illicit activities, particularly narcotrafficking and illegal logging, as well as subversive movements. Peru's improved macroeconomic situation in recent years has sharply increased fiscal resources, but the state is not properly organized to take advantage of current positive governmental finances to foster development of long abandoned regions. Responsibilities in the social and economic sectors have been mostly transferred to regional governments, leaving the normative and regulatory roles to central government ministries. In current or former coca-growing areas, regional and local governments, ministries and DEVIDA need to coordinate their activities to effectively remove existing obstacles to investment and a licit economy. SIP may provide technical resources to central, regional or local government entities to address specific policy issues regarding economic and social development in areas affected by coca cultivation.

While the contractor's strategies should focus on interventions at the national level, they should be prepared to engage at the regional or local level when opportune or politically necessary. Any interventions below the national level must be coordinated with USAID to ensure synergies and avoid duplication with other USAID programs that target regional and local governments.

## **C.2. SCOPE OF WORK**

### ***C.2.1 Program Objectives:***

The nature of this contract will be both proactive and reactive – seeking out and identifying opportunities to improve capacities, inform policies, and enhance dialogue while maintaining the capability to engage and mitigate unexpected institutional, legislative, and media crises. This activity will be an agile mechanism with minimal but very strategic core staff and the ability to ramp up and down quickly to take advantage of windows of opportunity as they arise.

The Policy and Institutional Strengthening activity will be USAID's principal tool for engaging with

Peruvian civil society, elected and executive government officials, media, and academia on counternarcotics policy issues. This activity will be an implementing mechanism within the Program Element "Alternative Development and Alternative Livelihoods" and will represent USAID'S contribution to the comprehensive USG intervention in the Program Area "Counternarcotics" a key component to advancing the "Peace and Security" objective of USG Foreign Assistance to Peru in the FY 2007 Operational Plan.

The primary program objectives will be to: a) create a critical mass of public and civil society actors who are well-informed on counternarcotics-related issues, b) achieve a level of "buy-in" by critical stakeholders sufficient to mobilize their active participation in public dialogue, and c) ensure stakeholders have necessary capabilities to help advance policies that further GOP and USG objectives of controlling illicit coca and promoting integrated development in coca growing regions. All activities will be covered under CLIN 1: Strengthening Institutions and Policies.

### ***C.2.2 Expected Results:***

#### **C.2.2.1 Public and civil society leaders, including the media, relevant non-governmental organizations (national and regional), key private sector stakeholders, academic leaders, Ministry officials, members of Congress, and regional government officials, are informed about counternarcotics issues.**

The contractor will propose strategies to inform the various kinds of stakeholders on counternarcotics issues. The proposed program shall focus on a sustainable "home-grown" approach that encourages dialogue among the various actors with facts and information, maximizing the role of local experts, organizations, and institutions. The ultimate objective would be for this contract to work itself out of a job, leaving behind an engaged set of civil and public actors throughout the country dedicated to counternarcotics issues, interested and capable of carrying the torch for the long term. We expect illustrative activities to achieve these results would include: establishing a baseline level of understanding and knowledge of counternarcotics related issues and policies among key opinion leaders in government, civil society, academia, and the media; developing products (presentations, studies, data, etc) to bridge knowledge gaps and enhance comprehension; identification of issue champions willing to promote change and provision of the informational tools necessary for them to do so.

A significant amount of research and studies have been produced under the previous policy contracts, and the new contractor would be expected to further leverage these investments to inform their products and dialogue with stakeholders. It is critical that the implementor find local partners for this dialogue, building a groundswell of grassroots support. Strategies that maximize local buy-in and minimize the appearance of outside imposition of ideas will be most effective. USAID's role will be to coordinate the selection of key stakeholder audiences with the contractor, approve messages and strategies that will be implemented, and supervise effectiveness of results. The contractor will be responsible for identifying information needs, proposing necessary additional study and analysis to USAID for approval, suggesting targeted consultancies or partners to carry out those studies and analyses, developing strategic plans for bridging the knowledge gap for the various stakeholders targeted, developing tools for communicating information and building relationships with stakeholders, and developing mechanisms to build long term capabilities and roles for local organizations to continue engaging on counternarcotics issues.

#### **C.2.2.2 Key Ministries, members of Congress, and other government actors are able to respond to counternarcotics-related legislative and policy initiatives with an adequate understanding of issues and facts.**

While the legal framework is not the primary obstacle to effective counternarcotics policy implementation in Peru, efforts to develop new legislation and policies by Congress and the executive are constant. In some cases these are well-intentioned efforts to boost the effectiveness of GOP counternarcotics capabilities, but more often the proposals are attempts by pro-coca interests to thwart GOP and USG programs and protect coca and narco-trafficking interests. This has been especially problematic since

militant *cocaleros* have been elected to public positions in the national and regional governments – more than 15 such proposals have surfaced in Congress in the past year alone. Members of Congress and Ministry officials have proven themselves to be less than ideally prepared technically and politically to respond to such initiatives.

Based on these past trends, the contractor is expected to spend as much or more time providing technical advice and analysis to assist counterparts with responding to initiatives that would harm the policy/legislative operating environment as it will spend on addressing the need for new policies. We expect proposed activities to achieve these objectives would include: developing strong relationships of trust with members of Congress and the involved Ministries; developing mechanisms and relationships that will enable it to be very plugged in to pending policy initiatives from all fronts; and establishing a stable of strong and respected local consultants who can be called upon to provide technical analyses of proposals and their implications.

The primary Ministries and Congressional committees involved in coca-related legislation are typically: Ministry of Agriculture, Ministry of Production, SUNAT, Ministry of Interior, Ministry of Defense, DEVIDA, Defense Committee, Agriculture Committee, Decentralization Committee, and occasionally others. Positions and technical advice communicated to GOP entities should be closely coordinated with USAID to ensure alignment with USG priorities and policies.

**C.2.2 3. DEVIDA has required tools and capabilities to successfully perform its role in coordinating counternarcotics policies and programs, and the Ministry of Agriculture is a stronger partner in alternative development.**

Recently, DEVIDA leadership has become a more willing partner for USAID and has undertaken a number of proactive actions to begin fulfilling its role as the primary GOP entity for promoting a coordinated and effective counternarcotics program. These successes have been in spite of a very weak institutional base. As political will and strategic openings present themselves, it will be necessary to provide technical assistance to improve institutional capability to formulate informed strategy and policy, carry out programs/activities in coca growing areas, and improve implementation, coordination, and monitoring of counternarcotics programs. DEVIDA has also expressed intentions to undertake a major institutional restructuring, which would continue to be supported by technical advice from the policy contract implementor if it goes forward.

In addition, the Ministry of Agriculture has so far been far and oddly removed from alternative development programs. Until now the Ministry has been unengaged, leaving the AD portfolio to DEVIDA. However, the AD program and the Ministry of Agriculture do share a set of overlapping interests, and there have been indications that the Ministry is looking to become more involved in developing licit agriculture in the coca growing regions through credit programs and other interventions. If the Ministry were to engage, there would be an important role to play in strengthening the relevant actors and providing technical assistance to help promote the success of their activities.

We expect proposed activities to achieve this result would include: providing support to DEVIDA in monitoring and implementation strategies for the Plan de Impacto Rapido (PIR); promoting successful management of additional resources received under the PIR; supporting communications activities with information and analyses; strengthening new offices created under the restructuring initiative; responding to specific requests for assistance from DEVIDA management; and strengthening relevant Ministry of Agriculture offices should they become engaged in alternative development or providing technical advice on relevant agricultural policy and legislation that impact alternative development..

Results and progress towards achieving the primary objectives will be measured by the following indicators:

- Number of awareness raising interventions with key stakeholders
- Number of key stakeholders demonstrating a public stance favorable to effective counternarcotics policies and legislation

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- Achievement of DEVIDA in Institutional Strengthening Index (basket index of achievement of at least five key institutional capacities, including: formulate annual strategic plan, formulate successful annual budget requests for counternarcotics programming, coordinate successful implementation of counternarcotics budget, etc)

These objectives will be achieved through three primary areas of intervention:

- Build a core critical mass of public and civil society leaders (in Lima and in regions) able to engage meaningfully in counternarcotics policy formulation and debates
- Provide technical assistance to key Ministries, members of Congress, and other government actors on policy formulation
- Strengthen DEVIDA so that it can successfully perform its role in coordinating counternarcotics policies and programs

The two previous policy contracts have proven the feasibility of having a positive impact in the policy setting based on a rolling agenda of critical issues that are periodically identified and assessed by the implementing entity. Key lines of action are developed based on specific studies and analyses that propose the strategic direction of future efforts in the policy and institutional arena. The most important studies/analyses relevant to the new activity, which will be made available in their entirety to the SIP implementor, are:

- “Análisis y estrategia de movilización en apoyo a una nueva y sólida ley de producción de hoja de coca y DA” by Tironi de la Flor, March 2003.
- “Problemática del narcotráfico y hoja de coca (Estudio de percepción, encuesta de opinión pública e impacto en medios)” by Tironi de la Flor, October 2003.
- “Estudio de diagnóstico institucional de DEVIDA” by Apoyo Consultoría, December 2003.
- “Encuesta sobre el consumo tradicional de la hoja de coca en el Perú” by DEVIDA – INEI, April 2004.
- “Estudio sobre los sistemas informáticos de DEVIDA” by Bruno Barletti, April 2004.
- “Status of Proposed Peruvian Legislation and related issues” (precursor chemicals) by Gene Haislip, May 2004.
- “Posibles Áreas de Asistencia de USAID a las Instituciones del Gobierno Peruano, para la Implementación de la Nueva Legislación para el Control de Insumos Químicos” by Gene Haislip, June 2004.
- “Análisis y Reportes políticos sobre la estrategia antinarcóticos” by Consultandes, 2003 – 2004.
- “Chacchadores de hoja de coca. Análisis de la encuesta DEVIDA-INEI sobre el consumo tradicional de la hoja de coca” by Fernando Rospigliosi, October 2004.
- “Estudios y actividades para la implementación de la ley de Precursores Químicos” by CHS, December 2004.
- “ENACO research and diagnostic” by Netrian, in current implementation.
- Informe final "Investigación de aspectos jurídicos relativos a la problemática de la hoja de coca en el Perú" by Betsy Recavarren y Luis Ubillas, September 2005.
- "Estudio de conocimiento, percepciones y actitudes sobre el cultivo de la coca" (Public Opinion Survey) by Tironi Associates, November 2005.
- "Estudio de conocimiento, percepciones y actitudes sobre el cultivo de la coca. En el marco del proceso electoral" (Public Opinion Survey) by Tironi Associates, March 2006.
- "Economía de la coca, los coccaleros, Enaco y los informales", December 2005.

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- "Estudio Nacional de opinión pública sobre conocimiento, percepciones y actitudes respecto al narcotráfico" by CPI, March 2006.
- Análisis de la dinámica de precios de compra de hoja de coca al productor by GRADE, September 2006.
- Informe legal: "Perú: Criterios para la posición internacional" Despenalización Internacional by Ignacio Bosombrio, October 2006

Additional studies necessary to address specific gaps in knowledge that affect public discourse on counternarcotics issues will be considered in discussions with USAID on a case by case basis.

### **C.2.3 Geographical focus**

The geographic focus will be primarily at the national level with officials, organizations, and media based in Lima, with some interaction with entities in other key regions of influence (coca growing regions, drug transit areas, major urban areas) as appropriate.

### **C.2.4 Gender Considerations**

The contractor shall explore the possibility of incorporating local institutions, organizations, and Government Ministries that focus on promoting the role of women into program activities. Women are proven to be leaders in behavior change and opinion making, and the issues surrounding counternarcotics control and alternative development directly impact issues of family, children, economic security, etc which are often focus areas for these organizations.

### **C.2.5 Environmental Considerations**

The contractor shall explore the possibility of incorporating local institutions, organizations, and Government Ministries that focus on promotion of the environment and protection of natural resources as potential target audiences and stakeholders for program activities. Coca cultivation and narcotrafficking directly impact Peru's precarious environmental situation, and these institutions represent a key focus group that could influence policy and public debate.

**[END OF SECTION C]**

## SECTION D - PACKAGING AND MARKING

### D.1 AIDAR 752.7009 MARKING (JAN 1993)

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

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

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

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

### D.2 BRANDING POLICY

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

### D.3 BRANDING STRATEGY

**Objective:**

**Program Name:** USAID – Strengthening Institutions and Policies

**Positioning:** The Strengthening Institutions and Policies program a component of the USAID alternative development program, focused on improving the legislative and policy environment in support of counternarcotics and alternative development programs. The audiences of the program will be the media, GOP officials, members of Congress, think tanks, NGOs, universities, public opinion leaders, and the general public. The main message will be that alternative development is a viable program that provides sustainable incomes to coca growers, and that increasing narcotrafficking and coca cultivation in Peru are threats to national and regional security, economic growth, and democratic processes; therefore supportive policies and legislation are required for the success of counternarcotics programs.

**Public Outreach:** The Strengthening Institutions and Policies program will promote changes in public opinion in favor of strong policies and legislation against narcotrafficking and related issues.

**Counterparts:** Government of Peru counterparts DEVIDA, other Ministries, and/or Regional/Municipal Governments will be acknowledged by their identities on similar standing as USAID, strictly following USAID Marking regulations.

**Level of visibility:** In the Strengthening Institutions and Policies program, the USAID identity will have a high level of visibility in cases in which its audience needs to grasp the extent of the aid provided by the American people; in cases in which its audience needs to perceive the ownership of the program by the GOP, the visibility will be at a medium level; and in cases in which its audience would react negatively to USAID identity visibility it will be kept at a low profile level.

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

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

**[END OF SECTION D]**

**SECTION E - INSPECTION AND ACCEPTANCE**

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

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

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY 2001
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

**E.2 INSPECTION AND ACCEPTANCE**

USAID inspection and acceptance of all services, reports and other required deliverables or outputs under this proposed contract shall take place at Lima, Peru 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 the 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.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991

**F.2 DELIVERY SCHEDULE**

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

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

**F.3 PERIOD OF PERFORMANCE**

The period of performance for this contract is a three (3) years base period and one (1) one-year option period. The estimated contract start date is o/a July 15, 2008 through July 14, 2012 including the base and option period.

#### **F.4 PERFORMANCE STANDARDS**

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C and with FAR Subpart 42.15, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

#### **F.5 REPORTS AND DELIVERABLES OR OUTPUTS**

In addition to the requirements set forth for submission of reports in Sections C and I, and the required activities identified in Section C, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G:

Reports:

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

#### **F.6 PROGRESS REPORTING REQUIREMENTS**

In addition to the requirements set forth for submission of reports in the AIDAR clause 752-242-70 "Periodic Progress Reports" (as provided in Contract Information Bulletin No. 98-21, also in full text in Section I) and those set forth in Sections C, G, and I, the Contractor shall submit the following reports to the CTO:

- **Workplan:** The Contractor will submit an Annual Workplan, for the entire period of performance of the contract which will be revised on a rolling basis every six months as noted in F.2 above. The initial work plan will be submitted within one (1) month of contract award. The workplan will detail the principal activities to be implemented over the period covered, broken down by quarter. It will also indicate the anticipated achievements under the project, both in terms of contract inputs delivered and targets for results indicators achieved.
- **Quarterly Progress Reports:** The Contractor will submit quarterly reports that report on progress made in the implementation of the annual work plan and problems with proposed courses of action to resolve them. The quarterly report presented at the end of the calendar year will be more intensive in that it will focus on progress, significant results, as well as the identification and proposed resolution of significant problems.
- **Quarterly Financial reporting:** The Contractor will submit a quarterly financial report summarizing expenditures against the approved budget, pipeline, accruals and projected expenditures.
- **Final report:** A final report will be submitted that summarizes the impact of the program and lessons learned.
- **Performance data:** the annual workplan and progress reports will include a data component that will provide information required for reporting needs of USAID (Performance Assessment Rating Tool, PART, annual reports, etc) and GOP, as well as indicators agreed upon by the Mission and the GOP to assess program impact and coordinate donor activities. Specific indicators and data

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to be included will be discussed within the first two months of implementation, but the contractor must be flexible to respond to variations in data requests.

- Success stories: The Contractor will provide USAID with short descriptions of specific program successes on a monthly basis in order to assist the Mission in accurately describing the impact of the program. These stories should wherever possible reflect the impact on specific communities or individuals.

**F.7 KEY PERSONNEL**

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

Title

Chief of Party  
Senior Advisor

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance (e.g. within ten (10) working days) and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

**[END OF SECTION F]**

**SECTION G - CONTRACT ADMINISTRATION DATA**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Administrative Contracting Office is the:

Supervisory Contracting Officer  
USAID/Peru, Unit 3760  
APO AA 34031  
Telephone: 511-618-1435

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

The Cognizant Technical Officer is the:

Alternative Development Team's Designee  
USAID/Peru, Unit 3760  
APO AA 34031  
Telephone: 511-618-1328

## **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.

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(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 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 designated Alternate CTO will act on his/her behalf.

(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 be a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

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

The paying office for this contract is the:

Regional Financial Management Office  
USAID/Peru

Unit 3760  
APO AA 34031

**G.6 ACCOUNTING AND APPROPRIATION DATA**

Budget Fiscal: 0

Operating Unit: USAID/Peru

Strategic Objective: AD

Team/Division: AD

Benefiting Geo Area: 527

Object Class:

Amount Obligated: \$.00

**[END OF SECTION G]**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract.

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

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

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

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

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

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

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

(7) U.S. government-owned excess property.

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

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

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

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

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

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Cognizant Technical Officer (CTO). These reports include:

assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit 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 3 contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in either electronic (preferred) or paper form to one of the following: (A) Via E-mail: [docsubmit@dec.cdie.org](mailto:docsubmit@dec.cdie.org) ; (B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA; (C) Via Fax: (301) 588-7787; or (D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

(ii) The contractor 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., MSWord Version 9.0 or Acrobat version 5.0.

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

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

## **H.5 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:  
Taunya Jones 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)

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

**H.6 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 take a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

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

NOTE: USAID does not require that contractors obtain coverage from any one specific company. The contractor is responsible for and has the discretion to choose a provider. The Department of State maintains a list of U.S. based providers on the following website:

[http://travel.state.gov/travel/tips/health/health\\_1185.html](http://travel.state.gov/travel/tips/health/health_1185.html) for information purposes only.

**H.7 AUTHORIZED GEOGRAPHIC CODE**

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

**H.8 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES**

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

*[TO BE COMPLETED DURING NEGOTIATIONS]*

**H.9 LOGISTIC SUPPORT**

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

**H.10 LANGUAGE REQUIREMENTS**

Contractor personnel and/or consultants retained under this contract shall have Spanish language proficiency necessary to successfully perform technical services.

**H.11 752.7007 PERSONNEL COMPENSATION (APRIL 2006)**

(Pursuant to class deviation No. OAA-Dev-2006-02c)

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

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

#### **H.12 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT**

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

Effective December 30, 2005, USAID commenced participation in the electronic Subcontracting Reporting System (eSRS). As a result, hard copies of the SF-294 and SF-295 are no longer accepted and contractors are required to submit these reports electronically. The requirement to report your use of subcontractors in the new eSRS applies to any contract in which there is a subcontracting plan to utilize U.S. small businesses.

If you need more information or to register in eSRS, please visit the official website at <http://www.esrs.gov>. Please note that contract data in eSRS is tied to the DUNS Number of record.

When submitting your individual and summary reports in eSRS please be sure to include the email address of the Contract Officer specified on the contract.

#### **H.13 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)**

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

#### **H. 14 REPORTING OF FOREIGN TAXES (MARCH 2006)**

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

b. Contents of Report. The report must contain:

- (i) Contractor name.
- (ii) Contact name with phone, fax and email.
- (iii) Contract 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 and any reimbursements on the taxes reported in (iv) received through March 31.
- (vii) Report is required even if the contractor did not pay any taxes during the report period.

(viii) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

c. Definitions. For purposes of this clause:

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

d. Where. Submit the reports to: Regional Financial Management Office, USAID/Peru, Av. La Encalada cdra 17 s/n, Monterrico, Lima 33, Peru. 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 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.15 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS**

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

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

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

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

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

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

#### **H.16 USAID DISABILITY POLICY – ACQUISITION (DECEMBER 2004)**

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of

individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:

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

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

#### **H.17 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS AND AIDAR 752.7027 PERSONNEL**

In accordance with the above mentioned clauses, the Contracting Office hereby provides prior written approval for international travel provided that concurrence with the assignment of individuals outside the United States is obtained by the contractor in writing from the CTO prior to their assignment abroad, which must be within the terms of this contract, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall retain for audit purposes a copy of each travel concurrence.

#### **H.18 AIDAR 752.245.71 TITLE TO AND CARE OF PROPERTY**

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

#### **H.19 CONFLICTS OF INTEREST**

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

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

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

(d) If the potential conflict relates to performance of the work hereunder (e.g., where the Contractor is to evaluate an activity in which the Contractor had some previous involvement, thereby rendering the

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Contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the Contractor's objectivity), and the Contracting Officer cannot neutralize, mitigate, or avoid the conflict, the Contracting Officer may decline to authorize performance of that work by the Contractor.

**(e)** If the potential conflict relates to future activities (e.g., where the Contractor is to perform a needs assessment, feasibility study, or design/development of a project or activity to be procured under another contract for which the Contractor will or might compete or which may be awarded noncompetitively to the Contractor, thereby potentially providing an unfair competitive advantage to the Contractor, and/or rendering the Contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the Contractor's objectivity; or where the work under this contract might affect the personal or financial interests of the Contractor), the Contracting Officer may decline to authorize performance of that work by the Contractor or, if such work is authorized, the Contracting Officer may place restrictions on the Contractor's future activities, as permitted by FAR 9.5., and as necessary to neutralize, mitigate, or avoid the potential conflict.

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

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

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

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

**[END OF SECTION H]**

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

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

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEPT 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (JAN 2004)	JAN 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997

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52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	JULY 2005
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-3	CONVICT LABOR	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-14	RIGHTS IN DATA – GENERAL	JUN 1987
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
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52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE II (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
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52.246-25	LIMITATION OF LIABILITY	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
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52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

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752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
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752.7010	PERSONNEL 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
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752.7032	INTERNATIONAL TRAVEL APPROVAL	JAN 1990
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991

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

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

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

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

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

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

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

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

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

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract,

proof that an exception has been granted for the schedule item.

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

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

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

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

**I.3 52.222.39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES. (DEC 2004)**

(a) Definition. As used in this clause—

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

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

**Notice to Employees**

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

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

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

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

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

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

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

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

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

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

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

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

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

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

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

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

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(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.

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- (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.

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(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.

*Alternate I (Feb 2002).* As prescribed in 32.908(c)(3), add the following paragraph (e) to the basic clause:

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

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

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

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

**I.5 52.246-24 LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (FEB 1997) ALTERNATE I (APR 1984)**

(a) Except as provided in paragraphs (b) through (e) below, and notwithstanding any other provision of this contract, the Contractor shall not be liable for loss of or damage to property of the Government (including the supplies delivered under this contract) that (1) occurs after Government acceptance of the supplies delivered under this contract and (2) results from any defects or deficiencies in the supplies.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or

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the Government's acceptance of, the supplies results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through purchase or use of the supplies required to be delivered under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects or deficiencies in, the supplies delivered under this contract.

(d) (1) This clause does not diminish the Contractor's obligations, to the extent that they arise otherwise under this contract, relating to correction, repair, replacement, or other relief for any defect or deficiency in supplies delivered under this contract.

(2) Unless this is a cost-reimbursement contract, if loss or damage occurs and correction, repair, or replacement is not feasible or desired by the Government, the Contractor shall, as determined by the Contracting Officer--

(i) Pay the Government the amount it would have cost the Contractor to make correction, repair, or replacement before the loss or damage occurred; or

(ii) Provide other equitable relief.

(e) This clause shall not limit or otherwise affect the Government's rights under clauses, if included in this contract, that cover--

(1) Warranty of technical data;

(2) Ground and flight risks or aircraft flight risks; or

(3) Government property.

**I.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

752.242-70 Periodic Progress Reports (July 1998)

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

performance.

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

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

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

**I.8. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

**I.9 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JULY 2006)**

a) Definitions. As used in this clause—

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

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

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

“Registered in the CCR database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

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

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

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

(1) An offeror may obtain a DUNS number—

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

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

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

(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

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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.

**[END OF SECTION I]**

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

**SECTION J - LIST OF ATTACHMENTS**

**ATTACHMENT NO.**

**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 OF SMALL BUSINESS SUBCONTRACTING PLAN**

**ATTACHMENT 5 – MATRIX - BRANDING/MARKING PLAN FOR CONTRACTS**

**[END OF SECTION J]**

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

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

**K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED  
BY REFERENCE**

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

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

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

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

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

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

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

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

(i) Paragraph (c) applies.

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

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

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

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

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

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

NOTE:

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

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

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

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

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

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

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

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

(c) Check the appropriate box below:

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

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

Date of Disclosure Statement:

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

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

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

Date of Disclosure Statement:

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

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

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

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

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

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

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

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201- 2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately

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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. 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 1999)**

(a) *Definitions.*

As used in this clause--

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

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

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

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

(iii) It is listed, on the date of its representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration;<sup>3</sup>

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

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

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research

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<sup>3</sup> The database may be found on the Worldwide Web at: <http://pro-net.sba.gov/>

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institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) *Evaluation adjustment.*

- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except --
  - (i) Offers from small disadvantaged business concerns that have not waived the adjustment;
  - (ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation [FAR]);
  - (iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government; and
  - (ii) For DOD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and
  - (v) For DOD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

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

(c) *Waiver of evaluation adjustment.*

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

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

(d) *Agreements.*

- (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--
  - (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
  - (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

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

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

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

**K.5 752.226-01 DISADVANTAGED ENTERPRISE REPRESENTATION (APR 1991)**

(a) *Representation.*

The offeror represents that:

- (1) it [ ] is, [ ] is not a small disadvantaged business.<sup>4</sup>
- (2) it [ ] is, [ ] is not an historically black college or university, as designated by the Secretary of education pursuant to 34 CFR 608.2.
- (3) it [ ] is, [ ] is not a college or university having a student body in which more than 40 percent of the students are Hispanic American.
- (4) it [ ] is, [ ] is not a private voluntary organization which is controlled by individuals who are socially and economically disadvantaged.

(b) *Definitions.*

(1) "Asian Pacific Americans," as used in this provision, means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Somoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

(2) "Controlled by socially and economically disadvantaged individuals" means management and daily business are controlled by one or more such individuals.

(3) "Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and Native Hawaiians.

(4) "Owned by socially and economically disadvantaged individuals" means at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals.

(5) "Small Business Concern," as used in this provision, means a U.S. concern [as defined in FAR 19.001], including its affiliates [as defined in FAR 19.101], that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualifies as a small business under the criteria and size standards in 13 CFR 121.<sup>5</sup>

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<sup>4</sup> The small business size standard for this acquisition is set forth in Section K.106 of this solicitation.

<sup>5</sup> The small business size standard for this acquisition is set forth in Section K.106 of this solicitation.

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(6) "Small Disadvantaged Business," as used in this provision, means a small business concern that (a) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals.

(7) "Subcontinent Asian Americans," as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) *Qualified Groups.*

The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Subcontinent Asian Americans, and women.

**K.6 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.7 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**K.8 SIGNATURE**

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

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

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

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

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

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

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

**[END OF SECTION K]**

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE`**

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

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

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

(a) Definitions. As used in this provision—

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

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

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

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

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

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

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

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

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(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,

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proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

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

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

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

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

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

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

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

(1) Mark the title page with the following legend:

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

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

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

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

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

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the

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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 weaknesses or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful offeror 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 one award of a (Cost-Plus-Fixed-Fee) completion type contract resulting from this solicitation.

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

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

Ms. Erin E. McKee

Hand-Carried Address:

REGIONAL CONTRACTING OFFICE  
Av. La Encalada Cdra 17 s/n  
Monterrico, Lima 33  
Peru

Fax No. 511-618-1354

Mailing Address:

REGIONAL CONTRACTING OFFICE  
USAID/Peru  
Unit 3760  
APO AA 34031

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

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

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

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

**L.6 GENERAL INSTRUCTIONS TO OFFERORS**

(a) Submission

If your organization decides to submit a proposal in response to this solicitation, it must be submitted in accordance with Section L of the Solicitation at the designated place and time indicated in Block 9 of the Solicitation cover page (Standard Form 33).

Offerors shall submit their proposal and all attachments by two methods: 1) electronically through email service and 2) hard copy versions physically arriving at the Regional Contracting Office. Both the electronic and hard copies must arrive by the stated deadline in order for the proposal to be considered.

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Proposals, and modifications thereto, shall be submitted in sealed envelopes with the name and address of the offeror and the solicitation number ("SOL 27-08-000004") inscribed thereon.

- 1) Offerors must submit one electronic copy of all documents in the proposal in two separate parts: the Technical Proposal and Business (Cost) Proposal. Electronic versions must be compatible with MSWord and/or MSEXcel, in a MS Windows environment. The size of each electronic submission should not exceed of 15 MB and no zip extensions should be used. Proposals should be sent to the following email address: rfp\_peru@usaid.gov, and,
- 2) The technical and cost proposal hard copy versions and attachments shall be submitted in sealed envelopes with the name and address of the offeror and the Solicitation number inscribed thereon via one of the following methods:

Via U.S. Mail:

Erin E. McKee  
Supervisory Contracting Officer  
USAID/Peru  
UNIT 3760  
APO AA 34031

Hand or Air Courier Service:

Erin E. McKee  
Supervisory Contracting Officer  
USAID/Peru  
Av. La Encalada, cdra 17 s/n  
Monterrico Surco  
Lima 33, Peru  
Fax: 51-1-618-1354  
Telephone: 51-1-618-1435

Proposals must remain available for acceptance by USAID for a minimum of ninety (90) days.

Proposals may be sent by international air courier or delivered by hand to the above address. Please be advised that in the past some firms have experienced delays with international air courier services. Because the provision at FAR 52.215-1 does not cover such delays, proposals received after the closing date and time will be processed as late. Also, if you utilize the services of an independent agent in Peru to deliver your proposal, please be certain that he/she understands additional time may be needed to allow for security review of any packages and that the closing date and time are firm. The Pre-Screening Department operates from 9:00 a.m. to 2:00 p.m., Monday through Fridays

Please note that the designated office or Government installation for receipt of proposals is not the USAID/Washington mailroom or any other office or facility of the U.S. Department of State in Washington, D.C. Any proposal not received in the designated office listed above by the closing date and time will be handled in accordance with FAR 52.215-1.

Facsimile copies will not be accepted.

Please note that the U.S. mail address given above is via APO and may take up to two weeks for delivery to the USAID/Peru offices in Lima. USAID and the State Department accept no liability for late delivery, or non-delivery, attributable to the diplomatic pouch. Offerors should plan accordingly.

Note: Delivery to the U.S. mail, post office or air courier representative does not constitute meeting the statutory requirement that proposals are received on time at the designated office. In order to avoid the customs clearance process, proposals sent via courier should not weigh more than 5 Kg. (10 Lbs.). Packages should include printed documents only. CDs, videos, catalogues, and magazines should not be included. For purposes of recording the official receipt of proposals, the date/time stamp of the Regional Contracting Office at USAID/Peru will govern.

Late proposals will not be accepted.

Offerors must pay careful attention to Section K - Representations, Certifications and Acknowledgements

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of the accompanying Solicitation. Offerors must comply with FAR clause 52.204-7, Central Contractor Registration, and complete the annual representations and certifications electronically via the Online Representations and Certifications Application website at <http://orca.bpn.gov>.

Offerors must carefully adhere to Section L - Instructions to Offerors and Section M - Evaluation Factors for Award. Sections B through I of the solicitation will become the basis for the contract. Any blanks in Sections B through I will be completed by the Contracting Officer before award.

Electronic and hard copies of the proposals must be prepared in two separate parts: the Technical Proposal shall address technical aspects only, while the Business (Cost) Proposal shall present the costs and address related issues such as responsibility. Offerors must submit one (1) original and three (3) hard copies of their Technical Proposal in a sealed envelope which is clearly marked as being in response to this Solicitation. Offerors must submit one (1) original and two (2) hard copies of their Business Proposal separately in a sealed envelope indicating that it is in response to this Solicitation and contains cost information. Proposals must be signed by an official who is authorized to bind the organization.

It is possible that oral discussions, either in person or via teleconferencing, will take place with those Offerors whose proposals are determined to be in the competitive range. Discussion questions will be sent to the concerned offerors prior to the actual discussions. Specifics concerning how the discussions will be conducted will also be arranged at that time.

(b) Questions & Clarifications

Any questions regarding this Solicitation should be received no later than April 23, 2008 at 5:00 pm local time, in writing only via fax or e-mail. No questions will be accepted after this date. Please send questions to:

1. Regional Contracting Office  
USAID/Peru  
Av. La Encalada, cdra 17 s/n  
Monterrico Surco  
Lima 33, Peru  
Fax: 51-1-618-1354

Or

2. [emckee@usaid.gov](mailto:emckee@usaid.gov) and [lmurquia@usaid.gov](mailto:lmurquia@usaid.gov)

Oral instructions, explanations and video conferences given before the award of the contract resulting from this solicitation shall not be binding.

(c) Closing Date and Time: All proposals in response to this solicitation shall be submitted at the above not later than 12.30 pm (local time) on May 9, 2008 as indicated on the cover page of this solicitation.

(d) Submission of Alternate Proposals

All offerors must submit a proposal directly responsive to the terms and conditions of this solicitation. 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.

(e) Government Obligation

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

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considered to be in the best interest of the Government.

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

### **L.7 FORMAT FOR TECHNICAL PROPOSALS**

(a) This solicitation contains a list of technical evaluation criteria in Section M. Technical proposals should begin with a maximum two page executive summary and then be divided into sections corresponding to, and following the order of, the primary evaluation criteria as set forth in Section M and, in more detail, in Section L.9 below. Additional sections may be added to the technical proposal if the offeror so chooses. Each section of the technical proposal will be clearly identified, using the title of the appropriate primary evaluation criteria.

(b) The technical proposal of the offeror shall be a written proposal. *THE TECHNICAL PROPOSAL BODY SHALL NOT EXCEED FIFTEEN (15) 8.5 x 11 INCH SINGLE SPACED PAGES USING NOT LESS THAN 12 POINT SIZE TYPE AND NOT LESS THAN ONE-INCH MARGINS.* The 12 point size requirement does not apply to footnotes and tables, though both of these should be used appropriately and not in place of basic text. Those pages that exceed the page limitation will not be evaluated. The offeror should avoid simply repeating the language of the Solicitation.

(c) The following attachments are authorized and will not be counted towards the 15 page limit specified above in subsection (b):

- 1) Cover letter;
- 2) Table of contents;
- 3) Staffing and management plan
- 4) Resumés or curriculum vitae of personnel as specified
- 5) Letters of intent of key position candidates
- 6) Contractor Performance Report – Short Form for each contract or subcontract listed. Local organizations must submit references from contracts/grants implemented to replace the Contractor Performance Report.
- 7) Branding Implementation Plan
- 8) Level of effort matrix
- 9) Corporate capability statements and statements of work for potential subcontractors and supporting documents relating to the systems and procedures of the offeror
- 10) Organizational charts with position descriptions

### **L.8 GENERAL INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL**

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

### **L.9 REQUIRED CONTENTS FOR TECHNICAL PROPOSALS**

Please read the evaluation criteria closely prior to preparation of your technical proposal. The emphasis

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you place on elements of your technical proposal should be materially affected by the criteria which will be used to evaluate your offer. The Technical Proposal will at a minimum contain the following elements:

**Executive Summary (two pages maximum)**

The Executive Summary shall summarize the offeror's proposal and highlight the overall program vision and strategy, technical approach, key personnel previous experience and past performance sections.

The offeror's technical proposal will address the following components, which are organized by the evaluation criteria specified in Section M.1 of this solicitation. The technical proposal must contain sufficient information to be analyzed and evaluated by USAID/Peru completely and fairly under all of the technical evaluation sub-factors.

**a. Technical Approach See Section M.1.A**

The technical approach narrative must describe the approaches that the contractor will use to achieve the intended results of the program, and should include concrete results that will be in place by the end of the performance period, therefore convincing USAID/Peru that the offeror has the greatest ability and likelihood to achieve the results and outputs under the ADP, as described in Section C. Each of the key areas of activity identified in section C.2.2 should be addressed specifically in the technical approach narrative:

- **Build a core critical mass of public and civil society leaders (in Lima and in regions) able to engage meaningfully in counternarcotics policy formulation and debates**
- **Provide technical assistance to key Ministries, members of Congress, and other government actors on policy formulation**
- **Strengthen DEVIDA so that it can successfully perform its role in coordinating counternarcotics policies and programs**

**(1) Proposed Approach See Section M.1-A Subfactor A.1**

The offeror will describe the methodologies, tools, and strategies that are proposed for each of the key areas of activity. Approaches that emphasize sustainability and innovative strategies for changing public perceptions and influencing public debates are encouraged.

The technical approach narrative should also outline all critical assumptions that will impact program effectiveness, and should indicate approaches to mitigate those risks. In addition, offerors should prioritize the activities proposed based on their importance to program success and opportunities to make an impact.

This section should also briefly discuss in general terms when and how consultancies or special studies would be used, although it is not anticipated that offerors will know exactly which studies/consultancies will be required during the course of program implementation.

**(2) Sustainability and Use of Local Institutions/Expertise See Section M.1.A Subfactor A-2**

As a part of the Technical Approach narrative, offerors should include a description of local institutions, organizations, and government entities that will be considered both as potential target audiences, strategic partners, and key facilitators for program success, as well as strategies for working with each. Offerors should discuss strategies for involving new non-traditional partners and local institutions into the counternarcotics debate, including those that promote the role of women as leaders in behavior change and opinion shaping.

Discuss approaches that emphasize a grassroots based approach, emphasizing local voices and local organizations. Offerors should discuss how their proposed interventions will seek to encourage long

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term sustainable change in dialogue through information and awareness raising are opposed to short term “high profile” interventions.

***b. Key Personnel See Section M.1.B***

The success of this activity will be largely dependent on the strength of its personnel as measured by their experience working at or with high levels of host-country governments on issues related to counternarcotics issues or other issues of great political sensitivity, their relationships with national leaders and government officials, their technical strength in the key activity areas, and analytical abilities. The contractor must be able to hit the ground running with key personnel who have had careers in the public or private sector, with expansive connections and relationships that will enable access and relationship building with high level officials and members of Congress. Relationships will be key in enabling the contractor to have a proactive role in assisting Ministries and Commissions respond to proposals in their early stages, before they “hit the streets”. Discussion of key personnel as well as their CVs should emphasize those factors. The following key personnel are considered by USAID/Peru as essential to the overall management and success of the program. USAID estimates that key staff positions will be full-time or nearly full-time (minimum 75%) for the life of the contract. Specific candidates, with commitment letters, must be proposed for the two positions of Chief of Party and Senior Advisor. USAID may require oral interviews and/or additional reference checks for any key personnel proposed.

*(i) Chief of Party*

Education Requirements: A master’s degree (or foreign equivalent) required in political science, social sciences, international relations, public/business administration or similar relevant area.

Experience Requirements: At least ten years’ experience in Latin America working with or for national government or organizations/institutions in Latin America on highly sensitive political issues. Experience implementing strategic communications/public awareness interventions preferred. Proven ability to interact with national and local media successfully. Proven ability to interact with government officials at the highest levels successfully, across all political parties. Specific experience working on policy change, organizational change, and institutional strengthening as relates to counternarcotics issues is preferred.

Specialized Knowledge/Skills: The Chief of Party must be fluent in English (level IV) and Spanish (minimum FSI 4/4).

Anticipated Program Role: This individual will be the key liaison with USAID/Peru, DEVIDA, and all other counterparts and partners. Her/his primary responsibilities are aimed at providing overall leadership management and general technical direction of the entire program, ensuring an integrated vision and strategy for all key activities. Will be expected to provide political analysis to USAID as developments unfold on counternarcotics and alternative development issues, and will be expected to lead efforts to engage with media and government officials on policy and institutional issues. The Chief of Party will be responsible for identifying key windows of opportunity for policy change, and for suggesting approaches for having maximum impact while minimizing political risk.

*(ii) Senior Advisor*

Education Requirements: A master’s degree (or foreign equivalent) required in a political economy, economics, political science, social sciences or other related field.

Experience Requirements: At least eight years’ experience working with national government or host-country institutions in South America in either leadership or technical capacities. Experience with institutional reform and institutional strengthening required. Experience in highly analytical roles, with demonstrated success in developing informational tools based on study and analysis.

Specialized Knowledge/Skills: The key advisor will have be conversant in English (level III) and fluent in

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Spanish (minimum FSI 4/4).

Anticipated Program Role: This individual will lead efforts to develop tools for strategic communications activities related to counternarcotics policy and alternative development, based on data and analysis. Will identify gaps in knowledge among policy makers, media, and opinion leaders and will develop informational products to fill those gaps and inform public debate.

**c. Corporate Experience See Section M.1.C**

Proposals shall include a discussion of the contractor's institutional experience working on strategic communications and policy activities in the area of counter-narcotics in the Andean Region. Institutional experience in the field of counternarcotics and/or alternative development should be highlighted.

**d. Past Performance See Section M.1.D**

The offeror will begin this section with a description of key past programs and projects that make the offeror especially well experienced and qualified to work as a contractor for the US Government. The offeror will describe successful experiences using subcontractors to implement major technical components, e.g. the use of local public relations and communications firms in a social marketing context.

All documents required below may be submitted as an attachment to the proposal and will not count against the page limitations for the technical proposal.

(a) The offeror will include an attachment that lists (i) current or past contracts and subcontracts that are similar in subject matter, size, scope, and/or complexity to the Statement of Work above and (ii) lists all contracts with USAID and any other organization that are currently on-going or that have ended within three years of the date of the issuance of this solicitation. For ongoing contracts, the offeror will list the current Cognizant Technical Officer and her/his email and work phone contacts. To ensure that the same kind of information for conducting reference checks is provided, the offeror will send a copy of Part 1 (blocks 1 through 9) of the Contractor Performance Report-Short Form for each contract or subcontract listed. For cases where no past performance report is in the U.S. Government database, provide name(s) and contact information (addresses, email and telephone) for the contract, primary locations of work, term of performance, skills/expertise required, and dollar value. Once an offeror's proposal is received, reference checks may be undertaken at any time, at the discretion of USAID/Peru. (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)

Offerors with no relevant performance history shall identify past or current contracts (including Federal, State, and local government, and private) for efforts similar to those described in Section C.1. (b) General Scope.

Offerors are authorized to provide information on problems encountered on the identified contracts and the offerors' corrective actions. [Required by FAR 15.305(a)(2)].

(b) 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:

(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.

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

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

(2) As part of the evaluation of performance in Section M.2.D 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 3 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.

#### **L.10 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL**

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

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

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

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

Offerors are required to summarize cost data using development-focused budgeting (DFB) in cost

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

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

CLIN 001 – Strengthening Institutions and Policies

	Year 1	Year 2	Year 3	Option Year
<u>Total Direct Labor</u>				
Salary and Wages	\$ _____			
Fringe Benefits	\$ _____			
Consultants	\$ _____			
Travel, Transportation, Per Diem	\$ _____			
Equipment and Supplies	\$ _____			
Subcontracts <sup>6</sup>	\$ _____			
Allowances	\$ _____			
Participant Training	\$ _____			
Other Direct Cost	\$ _____			
Overhead	\$ _____			
G&A	\$ _____			
Material Overhead	\$ _____			
Total Estimated Cost	\$ _____			
Fixed Fee	\$ _____			
Total Est, Cost Plus Fixed Fee	\$ _____			

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

1. *Salary and Wages:* FAR 31.205-6, AIDAR 732.205-46 and AIDAR 752.7007 provides for compensation for personal services. Direct salary and wages should be proposed in accordance with the offeror’s personnel policies and meet the regulatory requirements. For example, costs of long-term and short-term personnel should be broken down by person years, months, days or hours.

2. *Fringe Benefits:* FAR 31.205-6 provides for allowances and services provided by the contractor to its employees as compensation in addition to regular wages and salaries. If fringe benefits are provided for as part of a firm’s indirect cost rate structure, see FAR 42.700. If not part of an indirect cost rate, a detailed cost breakdown by benefits types should be provided.

*Consultants:* FAR 31.205-33 provides for services rendered by persons who are members of a particular profession or possess a special skill and who are not officers or employees of the contractor. For example, costs of consultants should be broken down by person years, months, days or hours.

3. *Travel, Transportation, and Per Diem:* FAR 31.205-46, AIDAR 731.205-46 and AIDAR 752-7032 provide for costs for transportation, lodging, meals and incidental expenses. For example, costs should be broken down by the number of trips, domestic and international, cost per trip, per diem and other related travel costs.

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<sup>6</sup> Individual subcontractors should include the same cost element breakdowns in their budgets as applicable.

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4. *Equipment and Supplies:* FAR 2.101 provides for supplies as all property except land or interest in land, FAR 31.205-26 provides for material costs, and FAR 45 prescribes policies and procedures for providing Government property to contractors, contractors' use and management of Government property, and reporting, redistributing, and disposing of contractor inventory. For example, costs should be broken down by types and units, and include an analysis that it is more advantageous to purchase than lease.
5. *Subcontracts:* FAR 44.101 provides for any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. Cost element breakdowns should include the same budget items as the prime as applicable.
6. *Allowances:* AIDAR 752.7028 provides for differentials and allowances with further references to Standardized Regulations. For example, allowances should be broken down by specific type and by person, and should be in accordance with offeror's policies and these regulations.
7. *Participant Training:* AIDAR 752.7019 and ADS 253 provides for participant training and training in development. For example, costs should be broken down by types and participants.
8. *Other Direct Costs:* FAR 31.202 and FAR 31.205 provides for the allowability of direct costs and many cost elements. For example, costs should be broken down by types and units.
9. *Overhead, G&A and Material Overhead:* FAR 31.203 and FAR 42.700 provides for those remaining costs (indirect) that are to be allocated to intermediate or two or more final cost objectives. For example, the indirect costs and bases as provided for in an offeror's indirect cost rate agreement with the Government, or if approved rates have not been previously established with the Government, a breakdown of bases, pools, method of determining the rates and description of costs.
10. *Fixed Fee:* FAR 15.404-4 provides for establishing the profit or fee portion of the Government pre-negotiation objective, and provides profit-analysis factors for analyzing profit or fee. For example, proposed fee with rationale supported by application of the profit-analysis factors.

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

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

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

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

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

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- (h) A copy of the offeror's travel policies in effect at the time the offer is submitted.
- (i) Clear explanation of budget narrative for all cost items/categories including staff, consultants, sub-contracting and material handling costs.
- (j) How the proposal addresses the local support/logistical/office arrangements in an efficient manner.
- (k) How the proposal sets forth the rationale for optimal mix of personnel and the use of rates.
- (l) How the proposal addresses USAID reporting and audit requirements and demonstrated and effective use of computerized cost control and accounting systems.
- (m) Proposed rationale for number and duration of technical assistance trips during the contract.

**L.11 INSTRUCTIONS FOR THE PREPARATION OF THE BRANDING IMPLEMENTATION PLAN (BIP)**

Offerors must prepare a Branding Implementation Plan (BIP) to address the Branding Strategy described in Section D.2. This BIP must specifically address the following:

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

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**[END OF SECTION L]**

**SECTION M - EVALUATION FACTORS FOR AWARD**

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

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

(b) The cost proposal will be scored by the method described in this Section M.2.

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

Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.

**M.1 TECHNICAL EVALUATION CRITERIA (100 total points)**

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

(b) The criteria below are presented by major category, with relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation.

**A. Technical Approach**

**(40 points total)**

Evaluation of the offerors' proposed technical approach will include the following subfactors, listed in descending order of importance:

**Subfactor A-1 (20 points): Proposed Approach** - Evaluation will be based on effective approaches and strategies in program implementation that promote approaches which emphasize sustainability and innovative strategies for changing public perceptions and influencing public debates.

The technical approach narrative should also outline all critical assumptions that will impact program effectiveness, and should indicate approaches to mitigate those risks.

The following will be evaluated for sub-factor A-1:

- Demonstrated understanding of critical risks and suggested approaches for mitigating them
- Effectiveness of strategies for changing public perceptions
- Effectiveness of strategies for engaging with host-country stakeholders
- Demonstrated understanding of influential factors affecting public dialogue on counternarcotics issues in affected countries, and how those are reflected in program approach.

**Subfactor A-2 (20 points): Sustainability and Use of Local Institutions/Expertise:**

Evaluation of this subfactor will be based on proposed approaches for involving new non-traditional partners and local institutions into the counternarcotics debate, including those that promote the role of women as leaders in behavior change and opinion making. Strategies with a grassroots-based approach, which emphasize local voices and local organizations, will be highly ranked.

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The following will be evaluated for sub-factor A-2:

- Involvement of local institutions in program implementation, especially new non-traditional voices in counternarcotics dialogue
- Involvement of organizations that promote the role of women, and strategies for targeting women in program implementation
- Effectiveness of the approach for creating long term change
- Sustainability of interventions, and likelihood they will be carried on by civil society or other actors after the contract has concluded

**B. Key Personnel**

**(40 points total)**

The following key personnel are considered by USAID/Peru, based on experience and performance to date, as essential for the overall management and success of the program:

- Chief of Party
- Senior Advisor

The evaluation of the Key Personnel will be based on the extent to which the proposed Key Positions, and the proposed staffing for those positions, meet the requirements for executing the scope of work as specified in Section C. Evaluation will also include the strengths and qualifications of the Key candidates proposed in relation to the required qualifications identified in Section L.

Due to the nature of the work, which will require both access and influence with GOP officials at the highest levels, very strong preference will be placed on national candidates. USAID may require oral interviews and/or additional reference checks for any key personnel proposed.

**C. Corporate Experience**

**(10 points total)**

Evaluation of this factor will be based on institutional experience working on strategic communications and policy activities, with preference given to experience in countries of the Andean Region. Institutional experience in the field of counternarcotics and/or alternative development policies and programs is preferred and will be weighted accordingly.

**D. Contractor Performance Information**

**(10 points total)**

USAID will evaluate past performance pursuant to the general standards of FAR 15.305(a)(2). Special emphasis is placed by USAID/Peru on the offeror's ability to demonstrate a successful track record in providing services and achieving results under contract.

(a) Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the offeror/subcontractor.

USAID will utilize existing databases of contractor performance information and solicit additional information from the references requested in Section L.9.D of this solicitation and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror's performance.

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(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. All elements as listed below are of equal weight for evaluating past performance:

- (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.

(e) 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.

\* For example, a small business prime offeror will not be evaluated on its performance in using small business concerns. If this sub factor is worth a possible 10 points out of a total possible point value of 100 for the technical proposal, then the small business prime offeror's technical proposal will have a maximum of 90 possible points. If it was assigned a score of 80 points out of the 90 maximum possible points, its technical score for evaluation against the other offerors would be 88.89 (i.e., 80/90). USAID understands that there may be minor arithmetic differences in percentage terms as a result; however, it considers these differences to be minor and that they will not impact any best value decision made under this RFTOP.

## **M.2 COST EVALUATION CRITERIA**

The Government will evaluate the total cost proposed for the principal tasks for realism, completeness,

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and reasonableness. Cost has not been assigned a numerical weighting. Offerors are reminded that the Government is not obliged to award a negotiated contract on the basis of lowest proposed cost, or the offeror with the highest technical evaluation score. For this procurement, all evaluation factors other than cost when combined are significantly more important than cost.

The Government will make a determination of probable cost as provided by the Federal Acquisition Regulation, and it reserves the right to adjust the proposed total estimated cost based on its assessment of reasonableness, completeness, credibility and realism. Base fee will be considered in the calculation of the probable cost. The results of this evaluation shall be carefully considered in determining best value to the Government.

**M.3 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD**

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

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

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

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

[END OF SECTION M]

**ATTACHMENT 1**

**IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS**

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

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

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

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

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

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

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

## CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

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

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

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

14. EMPLOYMENT HISTORY

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

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

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

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

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

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

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

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

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

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

## INSTRUCTION

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

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

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

3. General professional proficiency

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

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

4. Advanced professional proficiency

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

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

5. Functional native proficiency

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

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

## PAPERWORK REDUCTION ACT INFORMATION

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

## PAPERWORK REDUCTION ACT NOTICE

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

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

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**ATTACHMENT 3**

**SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES**



## INSTRUCTIONS

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

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

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

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

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

Authorized for Local Reproduction  
Standard Form - LLL-A

ATTACHMENT NO. 4

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

MODEL SUBCONTRACTING PLAN OUTLINE \*

Identification Data

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

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

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

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

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

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

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

1. Type of Plan (Check One)

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

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

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

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

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

**(2) A statement of--**

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

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

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

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

(check all that apply)

Subcontracted  
Supplies/Services      LB SB VOSB SDVOSB HUBZone SDB WOSB

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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:** \_\_\_\_\_

**ATTACHMENT NO. 5  
MATRIX – BRANDING/MARKING PLAN FOR CONTRACTS**

**BRANDING / MARKING PLAN for CONTRACTS**  
**Contract #XXX-X-XX-XXXXX-00 (Activity Name, Contract Partner)**

**ATTACHMENT #1**

**Table #1: Synopsis of Items Affected by USAID Marking/Branding Regulations (ADS 320)**

Complete the following chart with all items in this plan that will be affected by the USAID/Marking/Branding Regulations (ADS 320) and provide appropriate code. In some cases, multiple codes may apply:

**Marking Codes: M = Marked U=Unmarked E = Exception W=Waiver**

Important note: Marking Codes U Marking Codes PE need further explanation in Table 2.  
 Marking Codes with W requires a Waiver from the Principal Officer (i.e. Mission Director in the field, Policy in Washington)

<i>Item</i>	<i>Type of USAID marking</i>	<i>Current Status of Marking</i>	<i>Marking Code</i>	<i>Locations affected/ Explanation for any 'U'</i>

\* ADS 320.3.1.5 states: USAID contractors and recipients must not use the USAID Identity on any communications that are strictly administrative, rather than programmatic, in nature. Examples of administrative communications include, but are not limited to, correspondence with the cooperating government concerning contractor compliance with local law, such as the administration of tax, customs, or other provisions. The USAID Identity is also prohibited on contractor and recipient communications related to award administration, such as hiring/firing staff or renting office space and/or equipment. USAID CTOs, COs/AOs and RLAs are available to advise **partners** about USAID’s implementation of USAID framework bilateral and other agreements with the cooperating country government.

\*\* ADS 320.3.1.6 states: It is USAID policy to prohibit the use of the USAID Identity on contractor and recipient business cards. At their option, contractors and recipients may include wording on their employees’ business cards (“USAID Contractor” or “USAID Grantee” as appropriate) to identify that the employee is working on a USAID-funded activity. In addition, if the contractor or grantee elects to identify the employee as stated above, they may also, at their option, include the USAID program name (see **320.3.2** or **22 CFR 226.91 (f)**). However, business cards must not use the USAID Identity and designs and layouts used must make it clear that the employee is not a USAID employee.

**BRANDING / MARKING PLAN for CONTRACTS**  
**Contract #XXX-X-XX-XXXXX-00 (Activity Name, Contract Partner)**

**Table #2: REQUEST FOR EXCEPTIONS**

Determine the correct exception that you wish to request in the chart below and complete the country(ies) listing and explanation for approval by the Contract Officer.

<b>Exception 320.3.2.5 (a)</b>		<b>Guidelines for addressing exception</b>
Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials. This includes, but is not limited, the following: 1) election monitoring or ballots, and voter information literature; 2) political party support or public policy advocacy or reform; 3) independent media, such as television and radio broadcasts and newspaper articles and editorials; and, PSAs or public opinion polls and surveys.		Identify the USAID Strategic Objective, Interim Result, or program goal furthered by an appearance of neutrality, or state why the program, project, activity, commodity, or communication is 'intrinsically neutral.' Identify, by category or deliverable item, examples of program materials funded under the award for which you are seeking the exception.
<i>Country(ies):</i>	<i>Item: Description</i>	<i>Explanation:</i>

<b>Exception 320.3.2.5 (b)</b>		<b>Guidelines for addressing exception</b>
Diminish the credibility of audits, reports, analyses, studies and policy recommendations whose data or findings must be seen as independent		State what data, studies, or other deliverables will be produced under the USAID funded award, and explain why the data, studies, or deliverables must be seen as credible.
<i>Country(ies):</i>	<i>Item: Description</i>	<i>Explanation:</i>

<b>Exception 320.3.2.5 (c)</b>		<b>Guidelines for addressing exception</b>
Undercut host-country government "ownership" of constitutions, laws regulations,, policies, studies, assessments, reports, publications, surveys or audits, PSAs, or other communications better positioned as "by" or "from" a cooperating country ministry, organization or government official.		Identify the item or media product produced under the USAID funded award, and explain why each item or product, or category of item and product, is better positioned as an item or product produced by the cooperating country government.
<i>Country(ies):</i>	<i>Item: Description</i>	<i>Explanation:</i>

<b>Exception 320.3.2.5 (d)</b>		<b>Guidelines for addressing exception</b>
Impair the functionality of an item, such as sterilized		Identify the item or commodity to be

equipment or spare parts.		marked, or categories of items or commodities, and explain how marking would impair the item's or commodity's functionality.
<i>Country(ies):</i>	<i>Item: Description</i>	<i>Explanation:</i>

<b>Exception 320.3.2.5 (e)</b>		<b>Guidelines for addressing exception</b>
Incur substantial costs or be impractical, such as items too small or other otherwise unsuited for individual marking, such as food in bulk.		Explain why marking would not be cost beneficial or practical.
<i>Country(ies):</i>	<i>Item: Description</i>	<i>Explanation:</i>

<b>Exception 320.3.2.5 (f)</b>		<b>Guidelines for addressing exception</b>
Offend local cultural or social norms,, or be considered inappropriate on such items as condoms, toilets, bed pans, or similar commodities		Identify the relevant cultural or social norm, and explain why marking would violate that norm or otherwise be inappropriate
<i>Country(ies):</i>	<i>Item: Description</i>	<i>Explanation:</i>

<b>Exception 320.3.2.5 (g)</b>		<b>Guidelines for addressing exception</b>
Conflict with international law, such as the international recognized neutrality of the International Red Cross (IRC) or other organizations.		Identify the applicable international law that is conflicted by marking.
<i>Country(ies):</i>	<i>Item: Description</i>	<i>Explanation:</i>

<b>Exception 320.3.2.5 (h)</b>		<b>Guidelines for addressing exception</b>
Deter achievement of program goals, such as cooperating with other donors or ensuring repayment of loans		Identify the applicable program goals and identify other donors or explain how marking will deter achievement.
<i>Country(ies):</i>	<i>Item: Description</i>	<i>Explanation:</i>

## REQUEST FOR WAIVERS FOR CONTRACTS

ADS 320.3.2.6 Waivers are approved by the Principal Officer. Waivers are determined on the following criteria:

“The USAID Principal Officer has this authority to waive, in whole or in part, USAID marking requirements. The Principal Officer may only exercise this authority if he/she determines that

USAID-required markings would pose compelling political, safety, or security concerns, or that marking has had or will have an adverse reaction in the cooperating country. In exception circumstances, the Principal Officer may approve a blanket waiver by region or country.” Please see ADS 320.3.2.6 for more information on waivers.

Contract Officers (CO) do not make waivers. However, only the CO has the authority to inform the contractor of a waiver decision and to direct the contractor to comply with it. A waiver decision may constitute a change to the contract terms and conditions, and only the CO has the authority to issue a change order to the contract. USAID contractors may request waivers of the Marking Plan, in whole or in part, through the CO, with the CTO then assisting in processing a waiver request to the Principal Officer.

**[END OF SECTION J]**

**[END OF SOL 527-08-00004]**