The United States Agency for International Development (USAID), Regional Mission to Central Asia (USAID/CA) is seeking proposals from qualified organizations to implement a project entitled “Tajikistan Agribusiness Competitiveness Activity (TACA)” as described in the attached Request for Proposals (RFP). USAID anticipates awarding a single, five-year cost-plus-fixed-fee contract with a total estimated cost of approximately $18 – $20 million.

Please refer to Section L for information regarding proposal requirements. Offerors should take into account the expected delivery time required by the proposal transmission method they choose, and they are responsible for ensuring proposals are received at USAID by the due date and time as specified above. Failure to comply with the submission date will deem any submission unacceptable and it will not be reviewed or evaluated. Faxed proposals are not acceptable, nor will they be reviewed or evaluated.

Section L of the RFP sets forth all instructions for the preparation and submission of required proposal contents. Section M states the criteria by which proposals will be evaluated. Oral explanations or instructions given before award of the contract will not be binding.

This RFP 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 a proposal. Award of a Contract under this RFP is subject to availability of funds and other internal USAID approvals.

This RFP can be viewed and downloaded from www.fedbizopps.gov. USAID bears no responsibility for data errors resulting from transmission or conversion processes. Further, be aware that amendments to solicitations are occasionally issued and will be posted on the same website from which you downloaded the solicitation. USAID advises to regularly check the above website for amendments.

Sincerely,

/s/

Maychin Ho
Contracting Officer
NOTE: In sealed bid solicitations "offer" and "offeree" mean "bid" and "bidder".

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<th>(X)</th>
<th>SEC.</th>
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<td>SEC.</td>
<td>DESCRIPTION</td>
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PART I - THE SCHEDULE

10. NAME

Brian LeCuyer

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

Type or print

17. SIGNATURE

Signature of Contracting Officer

18. OFFER DATE

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM

24. ADMINISTERED BY

25. PAYMENT WILL BE MADE BY

26. NAME OF CONTRACTING OFFICER (Type or print)

Jonathan Chappell

27. UNITED STATES OF AMERICA

28. AWARD DATE

AUTHORIZED FOR LOCAL REPRODUCTION

Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)

Prescribed by GSA - FAR (48 CFR) 53.214(c)
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PART I -- THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES/PRICES

B.1 PURPOSE

The purpose of this contract is to obtain services as described in Section C. Performance Work Statement for the Tajikistan Agribusiness Competitiveness Activity (TACA).

B.2 COST REIMBURSEMENT CONTRACT TYPE

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

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

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

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

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

B.4 PRICE/COST SCHEDULE

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Direct Cost</td>
<td></td>
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<tr>
<td>b. Indirect Cost</td>
<td></td>
</tr>
<tr>
<td>c. Fixed Fee</td>
<td></td>
</tr>
<tr>
<td>Total Estimated Cost + Fixed Fee</td>
<td></td>
</tr>
</tbody>
</table>

B.5 FIXED FEE (CPFF)

Pursuant to FAR 16.306(d), the fixed fee payable under this contract will be tied to the completion of the reports and deliverables specified in this contract and in accordance with the final approved Fee Schedule.
B.6 INDIRECT COSTS (CPFF)

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Base</th>
<th>Type</th>
<th>Period</th>
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<tbody>
<tr>
<td>Indirect Cost X</td>
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<td>1/</td>
<td>1/</td>
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<tr>
<td>Indirect Cost Y</td>
<td>%</td>
<td>2/</td>
<td>2/</td>
<td>2/</td>
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<tr>
<td>Indirect Cost Z</td>
<td>%</td>
<td>3/</td>
<td>3/</td>
<td>3/</td>
</tr>
</tbody>
</table>

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

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

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

B.7 COST REIMBURSABLE (CPFF)

Allowable costs will 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.

In addition, the requirement and conditions concerning estimated cost and funding apply as detailed in FAR 52.232-22, Limitation of Funds, incorporated by reference in Section I of this contract.

[END OF SECTION B]
SECTION C - DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

The Performance Work Statement (PWS) will be inserted at time of award. The PWS is to be developed by the offeror, based on the content of this RFP, specifically attachment J.1 “Statement of Objectives.”

[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 contracting officer’s technical representative (COTR) indicated on the cover page of this Order, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

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

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

D.2 BRANDING AND MARKING POLICY

All USAID-funded foreign assistance (including programs, projects, activities, public communications, or commodities) must be communicated, promoted, and marked as coming from the American People through USAID. Specific communications and promotion measures must be described in the “Branding Strategy” and “Branding Implementation Plan,” and specific marking will be described in the “Marking Plan” for the contract. Branding and marking under this contract must comply with the “USAID Graphics Standards Manual” available at http://www.usaid.gov/branding or any successor branding policy, as detailed in the USAID Automated Directive System (ADS) Chapter 320 Branding and Marking at https://www.usaid.gov/sites/default/files/documents/1868/320.pdf.

D.3 BRANDING STRATEGY

The name of the project:

The project name is “USAID Tajikistan Agribusiness Competitiveness Activity (TACA).”
Translations to other applicable languages must be proposed by the contractor and approved by USAID as part of the Branding Implementation Plan.

**How the materials and communications will be positioned:**

In all project communications and materials the project will be referred to as USAID’s. In all public events and public communications the project will also acknowledge and make it visible and understandable that the project, all its activities and/or materials/deliverables are made possible by the American People. Any materials and communications produced by any subcontractor must follow USAID branding requirements.

**The desired level of visibility:**

The contractor must ensure that the project (as well as the fact that it is made possible by the American people through USAID) receive broad visibility not only among its beneficiaries and counterparts, but also among the general public in Tajikistan. USAID’s experience in Central Asia demonstrates critical importance and multiple opportunities for public outreach through information dissemination.

In the case of events, trainings or conferences related to market based solutions that are put on by private sector lead firms and not directly by the implementer or its subcontractors, a reduced branding and marking approach can be applied. This is to promote more visibility for the role of the private sector and private sector actors in leading these events. However, this does not apply when an event, training or conference is being directly sponsored by the implementing partner and its subcontractors.

**D.4 BRANDING AND MARKING PLAN**

The contractor Branding and Marking Plan will be finalized and submitted for Contracting Officer approval. The contractor must follow the approved plan during implementation of this contract unless a waiver is requested and approved. Guidance applying for waivers can be found at USAID Automated Directive Supplement (ADS) Chapter 320, Branding and Marking.

The cover page of all report deliverables required in Section F will include the USAID Identity (or the name of the Agency written out) prominently displayed, the Contract number (see the cover page of this Contract), Contractor name, name of the responsible USAID office, the publication or issuance date of the document, document title, author name(s), Activity number and Activity title. Descriptive information is required whether Contractor furnished products are submitted in paper or electronic form. All materials will include the name, organization, address, and telephone/fax/internet number of the person submitted the materials.

[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 http://acquisition.gov/far/index.html for electronic access to the full text of a FAR clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<table>
<thead>
<tr>
<th>Clause Number</th>
<th>Clause Title</th>
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<tbody>
<tr>
<td>52.246-3</td>
<td>Inspection of Supplies - Cost-Reimbursement. (MAY 2001)</td>
</tr>
<tr>
<td>52.246-5</td>
<td>Inspection of Services - Cost-Reimbursement. (APR 1984)</td>
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E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs will take place in the Tajikistan or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted.

The Contracting Officer has delegated to the Contracting Officer’s Representative (COR), listed in Section G, the authority to inspect and accept certain services, reports and required deliverables and outputs as outlined in the COR designation letter and via clauses in the contract.

E.3 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

The progress, success and impact of the Contractor’s performance under this contract will be monitored and evaluated as a part of the overall activity results. The QASP is a management tool with the intent of encouraging maximum performance, efficiencies, and cost effectiveness by the Contractor and can be modified at any time by the Government.

The QASP will be used as a Government document to enforce the inspection and acceptance clauses of the contract. The QASP proposed by the winning offeror will be incorporated in this section after award. The QASP may require revision after selection for award to reflect the Contractor’s known strengths and weaknesses. This is intended to be a “living” document that will be reviewed and updated on an annual basis. It is based on the premise that the Contractor, not the Government, is responsible for managing and ensuring that quality controls meet the terms of the contract. The Government reserves the right to modify performance standards and/or metrics during the life of this contract, in order to ensure that the right outcomes are being assessed and that the performance standards are appropriate. The COR will ensure that the QASP is implemented and updated.
A variety of mechanisms may be used to monitor the progress/success of the activity and the Contractor’s performance:

a. Meetings during contract implementation
b. Monthly progress review meetings
c. Review of Contractor’s scheduled reports
d. Feedback from stakeholders
e. Site visits by USAID personnel
f. Quarterly reviews of work plan with performance milestones
g. Periodic impact evaluations

[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 http://acquisition.gov/far/index.html for electronic access to the full text of a FAR clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

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<th>Clause Title</th>
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<tr>
<td>52.242-15</td>
<td>Stop-Work Order. (AUG 1989) - Alternate I (APR 1984)</td>
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F.2 PERIOD OF PERFORMANCE

The period of performance for this Contract is five (5) years from the date of award.

F.3 PLACE OF PERFORMANCE

The place of performance under this contract will be principally in Tajikistan.

F.4 AUTHORIZED WORK DAY / WEEK

No overtime or premium pay is authorized under this contract. The contractor is authorized up to a 5 day workweek for long-term staff in the field with no premium pay, and 6 day workweek for short-term advisors in the field with no premium pay.

F.5 DELIVERABLES AND REQUIRED REPORTING

In addition to the requirements set forth for submission of reports in Sections I and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor must submit the reports and deliverables in F.5 and F.6 electronically to the Contracting Officer’s Representative (COR) and a copy to the Contracting Officer at AlmatyAAReporting@usaid.gov.

All deliverables and required reporting must be submitted in the English language, unless otherwise specified. The Contractor must promptly notify the Contracting Officer’s Representative, of any problems, delays, or adverse conditions which materially impair the Contractor’s ability to meet the requirements of the contract. The COR and the Contractor will develop a standard format for submission of all deliverables and reports within the first 30 days of contract award.
DELIVERABLES:

**F.5.1 Annual Work Plan**

Within 45 days of the award, the contractor must submit a detailed annual work plan and budget to describe the activities specified in their PWS and must cross reference the applicable sections. The work plan and budget will be a guide to the implementation of the contract with a breakdown of activities or tasks to complete benchmarks, timelines, and anticipated progress in the achievement of the program results as well as associated costs. The work plan and budget must have a link to the results and have no inconsistencies with the PWS. It must also describe the anticipated achievements toward performance indicators with an explanation of how those achievements are expected to contribute to the intermediate result level.

The contractor must submit subsequent annual work plans to the COR for review and approval no later than 60 days prior to the end of the USG fiscal year (September 30).

The annual work plan will be closely tied to the Performance Work Statement. The annual work plan will include a list of clearly defined Tasks, Activities, Deliverables, Benchmarks and Indicator Targets, and must have no inconsistencies with the the Performance Work Statement. The contractor may not include activities in the work plan that fall outside the parameters of the statement of work. The contractor’s annual work plan will describe how the contractor intends to organize responsibilities among its staff to ensure accomplishment of the tasks. The work plan, at a minimum, will include:

1. A systematic presentation (i.e., Gantt chart) of activities to be accomplished under the different results and sub-results, on monthly basis;
2. The proposed location of the activity;
3. The anticipated outputs and outcomes from each tasks conducted;
4. The anticipated level of effort required from program technical staff and financial resources required to complete the tasks;
5. The identification of any assumptions used in preparation of the work plan, as well as suggested alternatives, if necessary;
6. The anticipated risks with regard to achieving the anticipated objectives of the contract and how they will be mitigated;
7. Any specific award terms or conditions that interfere with maximizing the developmental impact of the award.

Each year the contractor will submit for approval a list of commodities that will be purchased during the fiscal year as part of the annual work plan process. The annual commodities procurement list may be revised as necessary in consultation with the COR and by approval of the Contracting Officer. The initial list of commodities due with the technical proposal must be updated and finalized within forty-five (45) days of the contract award. Any substantial revisions to the work plan shall require the written approval of the COR.
F.5.2 Activity Monitoring, Evaluation, and Learning Plan

Within 45 days after contract award, the contractor must submit an Activity Monitoring, Evaluation, and Learning (MEL) Plan that will describe how the project’s performance will be monitored covering the life of the activity. The Activity MEL Plan must include an appropriate set of indicators to accurately measure project outputs and outcomes. The contractor may draw upon relevant USAID standard indicators (https://www.state.gov/f/releases/other/255986.htm) and develop custom indicators, as required, in collaboration with the COR.

For each indicator, the Activity MEL Plan must clearly identify data sources, frequency of data collection, collection methods, the party responsible for data collection, baseline information, and annual targets. The contractors must include costs of data collection, analysis, and reporting as a separate line item in their budgets to ensure that adequate resources are available. In addition, the Activity MEL Plan must include a narrative detailing: the planned staffing structure and resource allocation for monitoring and evaluation (M&E); how data collection, analysis and reporting of performance data will be managed under the project; how data quality assessments will be undertaken; how gender analysis will be incorporated into the M&E methodology; and how data will be shared and used to inform programming. The planned calendar of M&E activities must be presented in a gantt chart. The resource allocation will appear as a separate line item in the proposed budget and correspond with the level of effort outlined in the Activity MEL Plan.

All targets will be subject to revision and expansion based on the annual work plan submitted to USAID for approval, as well as periodic progress reviews conducted by USAID. The Contractor must be prepared to set targets and report on progress made with respect to these and other indicators, on a quarterly and annual basis, with disaggregation by geography, sex, etc. and at the request of the COR at any time. Such reports will explain any variances between the indicator targets and actual results and demonstrate how activities conducted under this contract contributed to these outcomes.

For each indicator, the Activity MEL Plan must include a Performance Indicator Reference Sheet (PIRS), which provides a precise definition, information on disaggregation, the data source, frequency of data collection, collection method, the party responsible for data collection, when baseline information will be collected, and expected annual targets. The Activity MEL Plan will also include a Performance Indicator Tracking Table (PITT), a spreadsheet that tracks all quantitative performance data and lists baseline figures, quarterly and/or annual actuals, quarterly and/or annual targets, and life of activity targets, disaggregated as appropriate. The PITT will be submitted to USAID on a quarterly basis, as part of the Quarterly Report.

The Activity MEL Plan must also include a logical framework and narrative detailing the following: how data collection and analysis will be managed; how and when
internal data quality assessments will be undertaken; how and when routine assessments and internal evaluations will take place; how gender analysis will be incorporated into the Activity MEL Plan methodology; how performance data will be shared internally and used to inform management decisions; the planned staffing structure and resource allocation for M&E to complete these tasks; and an annual calendar of planned Activity MEL Plan activities, presented in a table or gantt chart. Major Activity MEL Plan activities (e.g., annual internal Data Quality Assessments, routine surveys, quarterly data entry into USAID’s management information system, etc.) will also appear in the proposed Work Plan.

Indicators below are illustrative:

**At DO 1 goal level (supported by the contract but not directly attributable to it)**
- National export volume of horticulture and other sectors supported by the activity
- World Bank Trade Logistics Performance Index
- World Bank Doing Business Trading Across Borders Indicator, including Time and Cost of Trading Across Borders Sub-indices
- Trading Across Borders Sub-indices
- Percentage of labor force emigrating out of the country

**At lower levels (attributable to the contract)**

**Illustrative U.S. Government Standard Indicators IR 1.1 and 1.2:**
- EG.3.2-21 Number of firms (excluding farms) or civil society organizations (CSOs) engaged in agricultural and food security-related manufacturing and services that have increased profits or become financially self-sufficient with USG assistance
- EG.5.2-1 Number of firms receiving USG-funded technical assistance for improving business performance
- EG.5.2-2 Number of private sector firms that have improved management practices or technologies as a result of USG assistance
- EG.3.2-5 Number of public-private partnerships formed as a result of USG assistance
- EG.2.2-1 Number of firms receiving USG-funded technical assistance to export
- Number of producers, processors and others who have adopted new technologies or management practices as a result of U.S. Government assistance (F 4.6.2-9, F 4.5.2-5)
- Number of firms (excluding farms) or civil society organizations (CSOs) engaged in agricultural and food security-related manufacturing and services that have increased profits or become financially self-sufficient with USG assistance EG.3.2-21
**Illustrative Custom Indicators:**

- Number of firms/products meeting regional and international trade standards and certification requirements.
- Quantity of products meeting regional and international trade standards and certification requirements.
- Percentage improvement of the trade balance in the targeted value chains during life of activity.
- Number of participating firms adopting Quality Management Systems and International Standards.
- Percentage of participating firms improve their sales/profitability over the life of the project.
- Percentage increase of participating firms’ employment over the life of the project.
- Number of services available in targeted value chains.

**F.5.3 Quarterly Performance Reports**

The contractor must submit quarterly performance reports no later than 30 calendar days following the end of each standard USG fiscal quarter (i.e. October 30, January 30, April 30, July 30) to the COR and a copy to the Contracting Officer at AlmatyAAReporting@usaid.gov. Reports may be submitted electronically. Regardless of the start date of the contract all reporting will be adjusted to the USG fiscal year calendar.

The quarterly performance report will include details of major activities, achievements, and an indicator data table. These reports will include progress toward achievement of milestones, the Annual Work Plan and success stories, as well as provide progress toward standard indicators for Operational Plan (OP), Activity Monitoring, Evaluation, and Learning (MEL) Plan and other USAID reporting purposes. The reports will include financial information on the expenses incurred, available funding for the remainder of the activity any variances from planned expenditures. This report will also include explanation of problems, delays or adverse conditions and actions taken or contemplated to resolve the situation, or any assistance needed to resolve the situation.

**F.5.4 Annual Performance Report**

An Annual Performance Report will be due within 30 calendar days after the end of each USG fiscal year, ending September 30, inclusive of the 4th quarter report for that year, and must reflect the progress of the program activities over the last year against the approved Annual Work Plan and Activity MEL Plan and will cover:

- Summary of cumulative accomplishments for the year as a whole;
- Situational background information concerning the program’s objective;
• Description of progress against planned accomplishments in the Work Plan and any deviations;
• Description of progress against planned Activity MEL Plan targets and any deviations;
• Progress in coordination with host government, other donors, USAID-funded projects, and PPP partners;
• At least two success stories suitable for publication;
• Summary of administrative/staffing issues; and
• Planned main activities for the next year.

Annual reports must include as separate attachments:
• List of commodities procured and revised inventory;
• List of all reports, analyses, presentations, and other key documents produced during the year;
• Personnel summary that will indicate all of the positions (short and long term – local and expatriate), LOE, and the salary rates;
• List of all subcontracts, if any, with a short description of the purpose and amount;
• Status reports on the progress, delays, and issues with the implementation of the action plans in target municipalities/sectors;
• Other documents as may be required by USAID.

Reports will be provided electronically to the COR. Reports must be prepared in a reader-friendly format so that they can be easily reviewed by the Mission and by USAID’s counterparts.

Relevant parts of the Quarterly and Annual Performance Reports will be translated into Russian and/or any relevant local language, as appropriate, for presentation to government partners and other local counterparts.

**F.5.5 Final Report**

No later than 45 calendar days prior to the Contract completion date, the contractor must submit electronically a draft Final Report that details accomplishments against the tasks, targets, and deliverables set forth in the Contract and in the Activity MEL Plan; highlights major achievements; address lessons learned during implementation; and recommend ways to resolve identified constraints. The COR and/or Contracting Officer may provide comments, which the contractor must address in revising the draft prior to final submission of the Final Report. The Final Report must be prepared in a reader-friendly format so that it can be disseminated within and outside USAID for study and future use. Relevant parts of the Final Report must be translated into Russian, as appropriate, for presentation to the host government partners and other local counterparts. The Final Report must also contain a well-organized table of contents of all reports, deliverables, presentations, and other key documents produced during the life of the activity. These documents must be compiled and delivered to COR concurrently with the
draft Final Report in a user-friendly, properly indexed, searchable electronic form (e.g. CD-ROM or equivalent media).

If an Annual Report has not been completed for the Fiscal Year in which the award ends, the Final Report will have a distinct section that covers all information required for the Annual Report (see F.5.4).

REQUIRED REPORTING:

F.5.6 Participant Training Reports.

The contractor will collect training data on all trainings, conferences, and workshops provided by the contractor under this contract held in the United States, third countries, or in-country. The training data will be entered into TraiNET and submitted to the COR no later than 45 days following the end of each fiscal quarter measured from October 1, as relevant. Any training data for the final fiscal quarter of the contract must be entered into TraiNET and submitted to the COR no later than 30 days prior the end of the award. The contractor will follow USAID policy directives and required procedures governing the design and implementation of participant training activities found in ADS 252, which provides detailed information regarding visa compliance guidelines and ADS 253, which provides guidance on how to implement USAID funded training programs.

F.5.7 Quarterly Financial Reports.

The contractor must submit quarterly financial summaries for the contractor and each subcontractor to the COR, 10 days prior to the end of the quarter, showing disbursements and accruals to date by major cost item, budget estimate, subcontractor obligation and expenditures, and a variance analysis. The variance analysis will use the detailed cost proposal submitted for the contract award, or any revision made for a subsequent contract budget revision (authorized by the CO), as the baseline budget plan, and, as requested, will be able to explain significant actual expenditure variance in relation to the detailed baseline. The contractor will also include a brief note on any significant or accrued expenditures for the quarter that have not yet been billed to the contract, along with the specific amount involved, to enable the COR to accurately track the expenditure rate.

F.5.8 Accrual Reports

The contractor must submit a quarterly accrual reports for this contract overall as well as the resources allocated to this contract. Accrual reports must include the (a) total amount obligated; (b) total amount invoiced for, (c) total amount of expended but not yet invoiced for, and (d) remaining unexpended funds by country and a consolidated regional accrual report. Accrual reports will be submitted to the COR electronically, 15 days prior to the end of the quarter.

F.5.9 Monthly Vouchers
The contractor will track and document in a monthly voucher the detailed expenditures for both project activities (project expenditures) and non-project expenditures (management, administrative, operational, indirect costs and fees) by country. Each voucher must include a financial summary sheet. The voucher must be submitted to the payment office indicated on the cover sheet of the Contract. In addition, a copy must be provided to the COR. Voucher reports must be consistent with AIDAR 752.7003 Documentation for Payment, requirements.

### F.6 DELIVERABLES, DELIVERY SCHEDULE AND FIXED FEE PAYMENT SCHEDULE

#### F.6.1 Schedule

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Delivery Schedule</th>
<th>Fee %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Work Plan and Activity Monitoring Evaluation and Learning (MEL) Plan</td>
<td>Within 45 days after the effective date of the Contract.</td>
<td></td>
</tr>
<tr>
<td>Year 1, 1st Quarterly Performance Report</td>
<td>Within 30 calendar days after the end of USG fiscal quarter.</td>
<td></td>
</tr>
<tr>
<td>Year 1, 2nd Quarterly Performance Report</td>
<td>Within 30 calendar days after the end of USG fiscal quarter.</td>
<td></td>
</tr>
<tr>
<td>Year 1, 3rd Quarterly Performance Report</td>
<td>Within 30 calendar days after the end of USG fiscal quarter.</td>
<td></td>
</tr>
<tr>
<td>Annual Performance Report (inclusive of the 4th Quarterly Performance Report)</td>
<td>Within 30 calendar days after the end of USG 4th fiscal quarter.</td>
<td></td>
</tr>
</tbody>
</table>

#### Deliverables for Year 2

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>60 days prior to the end of the USG fiscal year</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 2, 1st Quarterly Performance Report</td>
<td>Within 30 calendar days after the end of USG fiscal quarter.</td>
<td></td>
</tr>
<tr>
<td>Year 2, 2nd Quarterly Performance Report</td>
<td>Within 30 calendar days after the end of USG fiscal quarter.</td>
<td></td>
</tr>
<tr>
<td>Year 2, 3rd Quarterly Performance Report</td>
<td>Within 30 calendar days after the end of USG fiscal quarter.</td>
<td></td>
</tr>
<tr>
<td>Annual Performance Report (inclusive of the 4th Quarterly Performance Report)</td>
<td>Within 30 calendar days after the end of USG 4th fiscal quarter.</td>
<td></td>
</tr>
</tbody>
</table>

#### Deliverables for Year 3

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>60 days prior to the end of the USG fiscal year</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliverables for Year 3</td>
<td>Submission Period</td>
<td></td>
</tr>
<tr>
<td>------------------------</td>
<td>------------------</td>
<td></td>
</tr>
<tr>
<td>Year 3, 1st Quarterly Performance Report</td>
<td>Within 30 calendar days after the end of USG fiscal quarter.</td>
<td></td>
</tr>
<tr>
<td>Year 3, 2nd Quarterly Performance Report</td>
<td>Within 30 calendar days after the end of USG fiscal quarter.</td>
<td></td>
</tr>
<tr>
<td>Year 3, 3rd Quarterly Performance Report</td>
<td>Within 30 calendar days after the end of USG fiscal quarter.</td>
<td></td>
</tr>
<tr>
<td>Annual Performance Report (inclusive of the 4th Quarterly Performance Report)</td>
<td>Within 30 calendar days after the end of USG 4th fiscal quarter.</td>
<td></td>
</tr>
</tbody>
</table>

### Deliverables for Year 4

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Submission Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Work Plan</td>
<td>60 days prior to the end of the USG fiscal year</td>
</tr>
<tr>
<td>Year 4, 1st Quarterly Performance Report</td>
<td>Within 30 calendar days after the end of USG fiscal quarter.</td>
</tr>
<tr>
<td>Year 4, 2nd Quarterly Performance Report</td>
<td>Within 30 calendar days after the end of USG fiscal quarter.</td>
</tr>
<tr>
<td>Year 4, 3rd Quarterly Performance Report</td>
<td>Within 30 calendar days after the end of USG fiscal quarter.</td>
</tr>
<tr>
<td>Annual Performance Report (inclusive of the 4th Quarterly Performance Report)</td>
<td>Within 30 calendar days after the end of USG 4th fiscal quarter.</td>
</tr>
</tbody>
</table>

### Deliverables for Year 5

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Submission Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Work Plan</td>
<td>60 days prior to the end of the USG fiscal year</td>
</tr>
<tr>
<td>Year 5, 1st Quarterly Performance Report</td>
<td>Within 30 calendar days after the end of USG fiscal quarter.</td>
</tr>
<tr>
<td>Year 5, 2nd Quarterly Performance Report</td>
<td>Within 30 calendar days after the end of USG fiscal quarter.</td>
</tr>
<tr>
<td>Year 5, 3rd Quarterly Performance Report</td>
<td>Within 30 calendar days after the end of USG fiscal quarter.</td>
</tr>
<tr>
<td>Final Report</td>
<td>Due 45 days prior to the completion of this contract</td>
</tr>
</tbody>
</table>

### F.6.2 ALTERNATE DELIVERABLES

The Offeror may propose additional deliverables or percentages to be included in F.6.1.

### F.6.3 FEE PAYMENT SCHEDULE

The contractor may propose changes to the suggested percentages for the fixed fee payable for all proposed deliverables. The percentage of the fee for a deliverable cannot be vouchered nor paid to the contractor until the deliverable has been inspected and accepted by USAID as governed by FAR Part 46 and FAR 52.46-5. Each deliverable is
considered one method for USAID to inspect the corresponding supplied service however nothing in this section prohibits USAID from inspecting the services provided by other methods.

**F.7 KEY PERSONNEL**

(a) The key personnel proposed are considered essential to the work being performed unless otherwise agreed by the Contracting Officer. The contractor will be responsible for providing such personnel for performance of this contract.

**TITLE**

TBD

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

**F.8 PERFORMANCE STANDARDS**

Evaluation of the contractor's performance must be conducted in accordance with the performance standards set forth in the contract, the Contractor's overall performance toward achievement of the objectives in Section C and provision of deliverables in Section F, and the Contractor's compliance with all other terms and conditions of the Contract. Each evaluation will be conducted jointly by the COR and the CO, and must form the basis of the contractor’s permanent performance record with regard to this Contract as required in FAR Part 42.15 and AIDAR 742.15.

The Contractor’s performance will be evaluated annually and at Contract completion, in accordance with the Contractor Performance Assessment Reporting System (CPARS), utilizing at minimum, the following factors:

Quality;
Schedule;
Cost control;
Management;
Utilization of Small Business (as applicable);
Regulatory Compliance; and
Other (as applicable) (e.g., late or nonpayment to subcontractors, trafficking violations, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension and debarments).

F.9 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEPTEMBER 2013)

(a) Contract Reports and Information/Intellectual Products.

(1) Within thirty (30) calendar days of obtaining the Contracting Officer Representative’s approval, the contractor must submit to USAID’s Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that (1) describe the planning, design, implementation, evaluation, and results of development assistance; and (2) are generated during the life cycle of development assistance programs or activities.) The Contractor must submit copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

(i) Time-sensitive materials such as newsletters, brochures and bulletins.

(ii) The contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

(2) Within thirty (30) calendar days after completion of the contract, the contractor must submit to the DEC any reports that have not been previously submitted and an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements. The contractor must review the DEC Web site for the most up-to-date submission instructions, including the DEC address for paper submissions, the document formatting and the types of documents to be submitted. The submission instructions can be found at: https://dec.usaid.gov.

(1) Standards.

(i) Materials must not include financially sensitive information or personally identifiable information (PII) such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission.

(ii) All submissions must conform to current USAID branding requirements.
(iii) Contract reports and information/intellectual products can be submitted in either electronic (preferred) or paper form. Electronic documentation must comply with Section 508 of the Rehabilitation Act of 1973.

(iv) The electronic submissions must consist of only one electronic file, which comprises the complete and final equivalent of the paper copy. In the case of databases and computer software the submissions must also include necessary descriptive information e.g., special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

(v) Electronic documents must be in one of the National Archives and Records Administration (NARA)-approved formats as described in NARA guidelines related to the transfer of permanent E-records.

(2) Essential bibliographic information. 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 Contracting Officer’s Representative, the publication or issuance date of the document, document title, (if non-English, provide and English translation of the title), author name(s), and development objective or project title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as a separate cover sheet, the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

F.10 752.242-70 PERIODIC PROGRESS REPORTS (OCTOBER 2007)

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

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

[END OF SECTION F]
SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER’S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in the requirements of the Contract and not withstanding any provisions contained elsewhere in this Contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:
Acquisition and Assistance Office
USAID/CA Regional Mission
Internet email: AlmatyAAReporting@usaid.gov

U.S. based mailing address: USAID/CA, Acquisition and Assistance Office
USAID/DOS
7030 Almaty Place
Washington, DC 20521-7030
Street/delivery address: USAID/CA, Acquisition and Assistance Office
41 Kazybek bi Street
Park Palace Building
Almaty, Kazakhstan 050010
Tel 7-7272-50-48-02

G.3 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

The Contracting Officer’s Representative for this contract is:

[TBD NAME and ADDRESS]

An administrative letter issued by the Contracting Officer, which designates the COR, will be provided to the contractor at the time of contract award.

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

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

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

3. Maintain all liaison and direct communications with the contractor. Written communications with the contractor and documents must be signed as "Contracting Officer’s Representative" with a copy furnished to the Contracting Officer.

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

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

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

LIMITATIONS: The COR 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 COR 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, and schedules must be made only by the Contracting Officer.

(c) The COR is required to meet quarterly/semi-annually/annually with the contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas must be brought to the immediate attention of the Contracting Officer.
(d) In the separately-issued COR designation letter, the CO designates an alternate COR to act in the absence of the designated COR, in accordance with the terms of the letter.

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

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

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

G.5 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998) (CPFF)

(a) Claims for reimbursement or payment under this Contract must be submitted to the Paying Office indicated in the schedule of this contract. The Contracting Officers Representative (COR) 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:

<table>
<thead>
<tr>
<th>TOTAL EXPENDITURES</th>
<th>(Document Number: XXX-X-XX-XXXX-XX)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line Item</td>
<td>Description</td>
</tr>
<tr>
<td></td>
<td>Amt. Vouchered To Date</td>
</tr>
<tr>
<td></td>
<td>Amt. Vouchered This Period</td>
</tr>
</tbody>
</table>
(2) The SF-1034 should be supported with the attached spreadsheet indicating contractor’s expenditures broken down by countries and budget categories in accordance with Section B.3 Budget.

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

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

BY: _________________________________________________________

TITLE:  ______________________________________________________

DATE:   ______________________________________________________

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

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

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

G.6 PAYING OFFICE

The paying office for this contract is Financial Management Office, USAID/Central Asia:

**E-mail:**
CARInvoices@usaid.gov

<table>
<thead>
<tr>
<th>Street/delivery address:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. based mailing address:</td>
<td>USAID/CA, Office of Financial Management</td>
</tr>
<tr>
<td>USAID/CA, Office of Financial Management</td>
<td>41 Kazybek bi Street</td>
</tr>
<tr>
<td>USAID/DOS</td>
<td>Park Palace Building</td>
</tr>
<tr>
<td>7030 Almaty Place</td>
<td>Almaty, Kazakhstan 050010</td>
</tr>
<tr>
<td>Washington, DC 20521-7030</td>
<td>Tel 7-7272-50-48-02</td>
</tr>
</tbody>
</table>

G.7 ACCOUNTING AND APPROPRIATION DATA

[TO BE INSERTED AT AWARD]

G.8 CONTRACTOR'S PRIMARY POINT OF CONTACT

The contractor’s primary point of contact for this award is:

Name: _______________
Title: _______________
E-mail: _______________
Phone: _______________

[To be completed by the contractor]

[END OF SECTION G]
SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 AAPD 17-01 DEFENSE BASE ACT (DBA) INSURANCE FOR 2015 - 2020

Pursuant to ADS 302, USAID’s DBA insurance carrier is Allied World Assurance Company (AWAC). To obtain DBA insurance, contractors are to contact Allied’s agent, AON Risk Insurance Services West, Inc. at the following office:

AON Risk Insurance Services West, Inc.
2033 N. Main St., Suite 760
Walnut Creek, CA 94596-3722

Hours: 8:30 A.M. to 5:00 PM, Pacific Time

Primary Contact: Fred Robinson
Phone: (925) 951-1856
Fax: (925) 951-1890
Email: Fred.Robinson@aon.com

a) In compliance with new Agency guidelines, Contractors will be required to submit a copy of DBA coverage for which contract performance is to occur outside of the U.S. This document must be provided prior to start of performance overseas.

b) New Rates: There are three different rates depending on the nature of the services to be provided. If a contract contains more than one of the services listed, the premium will be distributed proportionally.

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Period of Performance</th>
<th>Services</th>
<th>Construction</th>
<th>Security Guards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Period</td>
<td>12/1/15 – 11/30/17</td>
<td>2.00</td>
<td>$4.50</td>
<td>7.50</td>
</tr>
<tr>
<td>Option 1</td>
<td>12/1/17 – 11/30/18</td>
<td>$2.00</td>
<td>$4.50</td>
<td>$7.50/$10.00/ $12.50 (see Notes)</td>
</tr>
<tr>
<td>Option 2</td>
<td>12/1/18 – 11/30/19</td>
<td>$2.00</td>
<td>$4.50</td>
<td>$7.50/$10.00/ $12.50 (see Notes)</td>
</tr>
<tr>
<td>Option 3</td>
<td>12/1/19 – 11/30/20</td>
<td>$2.00</td>
<td>$4.50</td>
<td>$7.50/$10.00/ $12.50 (see Notes)</td>
</tr>
</tbody>
</table>
Notes:
For Option Periods 1, 2 and 3, the percentage of USAID security payroll would be measured as of the last day of the preceding period (i.e. the base period or the immediately preceding option period), which is referred to as the “measurement date”.

1) If at the measurement date, the percentage of USAID security payroll remains between 0-10.0% of total payroll, the security rate in the next option period will be $7.50/$100 employee remuneration.

2) If at the measurement date, the percentage of USAID security payroll is above 10.0% to 25.0% of total payroll, the security rate in the next option period will be $10.00/$100 employee remuneration.

3) If at the measurement date, the percentage of USAID security payroll exceeds 25.0% of total payroll, the security rate in the next option period will be $12.50/$100 employee remuneration.

4) The term “wages” means the money rate at which the service rendered by an employee is compensated by an employer under the contract of hiring in force at the time of the injury, including the reasonable value of any advantage which is received from the employer and included for purposes of any withholding of tax under subtitle C of the Internal Revenue Code of 1954 [26 USC §§ 3101 et seq.] (relating to employee taxes). The term wages does not include fringe benefits, including (but not limited to) employer payments for or contribution to a retirement, pension, health and welfare, life insurance, training, social security or other employee or dependent benefit plan for the employee’s or dependent’s benefit, or any other employee’s dependent entitlement.

Maximum rate of compensation shall not exceed 200 per centum of the applicable national average weekly wage (NAWW) as calculated by the Secretary of Labor. The current NAWW can be found at [http://www.dol.gov/owcp/dlhwc/nawwinfo.htm](http://www.dol.gov/owcp/dlhwc/nawwinfo.htm).

5) The new rate structure aligns DBA rates to the likelihood that specific types of contracts will incur different frequency of DBA payouts and of differing dollar amounts. Those having greater risk pay greater premiums. Those with anticipated lower risk pay lesser premiums. The concept is to associate specific costs to a contract predicated upon the potential DBA risks under the same contract. The risk is predicated on the nature and inherent danger of certain categories of contracts (and performance under those awards).

6) For contracts that include Aviation, ground crews shall be categorized as Construction, and flight crew shall be categorized as Security.

The Contractor is required to procure DBA insurance through the USAID’s approved insurance carrier.
H.2  752.229-71 REPORTING OF FOREIGN TAXES. (JUL 2007)

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

(b) Contents of report. The report must contain:

(1) Contractor name.

(2) Contact name with phone, fax number and email address.

(3) Contract number(s).

(4) 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.

(5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be included in the report for Lesotho (or South Africa).

(6) Any reimbursements received by the contractor during the period in paragraph (b)(4) of this clause regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in paragraph (b)(4) of this clause received through March 31.

(7) Report is required even if the contractor did not pay any taxes during the reporting period.

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

(c) Definitions. As used in this clause-

(1) Agreement includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

(2) Commodity means any material, article, supply, goods, or equipment.

(3) Foreign government includes any foreign governmental entity.

(4) Foreign taxes means value-added taxes and customs duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to: [contracting officer must insert address and point of contact at the Embassy, Mission, or CFO/CMP as appropriate].
(e) **Subagreements.** The contractor must include this reporting requirement in all applicable subcontracts and other subagreements.


**H.3 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)**

Prior written approval by the Contracting Officer (CO), or the Contracting Officer’s Representative (COR) if delegated in the Contracting Officer’s Representative Designation Letter, is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the CO or the COR, 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 advance of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The CO’s or COR’s (if delegated by the CO) prior written approval may be in the form of a letter 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 CO or COR, of planned travel, identifying the travelers and the dates and times of arrival.

**H.4 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic codes for procurement of goods and services under this contract are 937, and 110.

Code 937 is defined as the United States, the cooperating/country, and developing countries other than advanced developing countries, and excluding prohibited sources. Code 110 is defined as the United States, the independent states of the former Soviet Union, or developing country, but excluding any country that is a prohibited source. Procurement of Agricultural commodities and related products, motor vehicles and pharmaceuticals is subject to the limitations in 22 CFR 228.19 and will require a waiver.

**H.5 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)**

(a) Except as may be specifically approved by the Contracting Officer, the Contractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 “Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds.” The authorized source for procurement is Geographic Code 937 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

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

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

c) Restricted goods. The Contractor must obtain prior written approval of the Contracting Officer or comply with required procedures under an applicable waiver as provided by the Contracting Officer when procuring any of the following goods or services:

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 or fails to comply with required procedures under an applicable waiver as provided by 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.6  752.7034 ACKNOWLEDGEMENT AND DISCLAIMER (DEC 1991)

(a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this contract, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgments should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows: "This [publication, video or other information/media product (specify)] was made possible through support provided by the Office of [ ], Bureau for [ ], U.S. Agency for International Development, under the terms of Contract No. [ ]. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

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

H.7 LANGUAGE REQUIREMENTS

The contractor personnel must have the requested requisite language requirements as specified. English is required for contractor's long-term expatriate professionals; it is preferred that all core local and TCN technical personnel be proficient in English. Please review F.7 and L.8.2.4 for Key Personnel language requirements. Proficiency in Russian and/or a local language is required for local professional and key administrative personnel. All deliverables must be produced in English unless otherwise indicated by COR. USAID reserves the right to test proposed individuals to ensure that they have the language capability required.

The contractor must ensure that, when necessary to perform the work, contractor employees and consultants have the appropriate level of writing and oral skill.

H.8 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

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

[TO BE INSERTED AT AWARD]

H.9 ADS 547 MANAGEMENT OF INFORMATION TECHNOLOGY RESOURCES

1. Pursuant to ADS 547, Information Technology (IT) is defined as follows:

(A) The term ‘information technology', with respect to an executive agency means any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency. For purposes of the preceding sentence, equipment is used by an executive agency if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency which (i) requires the use of such equipment, or (ii) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product.

(B) The term ‘information technology' includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.
(C) Notwithstanding subparagraphs (A) and (B), the term 'information technology' does not include any equipment that is acquired by a Federal contractor incidental to a Federal contract. (Source: Clinger-Cohen Act) (Chapters 541-548, 552).

2. The contractor must maintain accountable property records of IT resources. These records must identify each accountable item of U.S. Government-funded property acquired or furnished under the contract in a format acceptable to the Contracting Officer and must be furnished to the Contracting Officer six months after the effective date of the contract and thereafter annually based on the effective date of the contract. In the event any IT resources are lost, stolen, destroyed or damaged beyond economical repair, the contractor must promptly notify both the COR and the Contracting Officer.

3. As part of the Property Disposition Plan, the contractor will provide a separate and final inventory of IT resources. After consultation with the COR and the USAID Office of Information Resource Management, the Contracting Officer will provide disposition instructions to the contractor. The contractor will provide a final report to the COR and Contracting Officer on the final disposition of all IT resources.

H.10 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES

Funds in this contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences” http://www.usaid.gov/sites/default/files/documents/1868/350maa.pdf or as approved by the Contracting Officer.

H.11 752.204-72 ACCESS TO USAID FACILITIES AND USAID’S INFORMATION SYSTEMS (AUGUST 2013)

(a) A U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of a U.S firm may obtain access to USAID facilities or logical access to USAID’s information systems only when and to the extent necessary to carry out this award and in accordance with this provision. The contractor’s employees, consultants, or volunteers who are not U.S. citizen as well as employees, consultants, or volunteers of non-U.S. firms, irrespective of their citizenship, will not be granted logical access to U.S. Government information technology systems (such as Phoenix, GLAAS, etc.) and must be escorted to use U.S. Government facilities (such as office space).
(b) Before a contractor (or a contractor employee, consultant, or volunteer) or subcontractor at any tier may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities in the United States, or logical access to USAID’s information systems, the individual must provide two forms of identity source documents in original form to the Enrollment Office personnel when undergoing processing. One identity source document must be a valid Federal or State government-issued picture ID. Contractors may contact the USAID Security Office to obtain the list of acceptable forms of documentation. Submission of these documents, to include documentation of security background investigations are mandatory in order for the contractor to receive a PIV/FAC card and be granted access to any of USAID’s information systems. All such individuals must physically present these two source documents for identity proofing at their enrollment.

(c) The contractor or its Facilities Security Officer must return any issued building access ID and remote authentication token to the Contracting Officer’s Representative (COR) upon termination of the individual’s employment with the contractor or completion of the contract, whichever occurs first.

(d) Individuals engaged in the performance of this award as employees, consultants, or volunteers of the contractor must comply with all applicable Homeland Security Presidential Directive-12 (HSPD-12) and Personal Identity Verification (PIV) procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies.

(e) The contractor is required to include this provision in any subcontracts that require the subcontractor, subcontractor employee, or consultant to have routine physical access to USAID space or logical access to USAID’s information systems.

H.12 752.222-70 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, project 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.
(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.13 USAID-FINANCED THIRD-PARTY WEB SITES (NOVEMBER 2017)

(a) Definitions: “Third-party web sites” Sites hosted on environments external to USAID boundaries and not directly controlled by USAID policies and staff, except through the terms and conditions of a contract. Third-party Web sites include project sites.

(b) The Contractor must adhere to the following requirements when developing, launching, and maintaining a third-party Web site funded by USAID for the purpose of meeting the project implementation goals:

1. Prior to Web site development, the Contractor must provide information as required in Section C-Statement of Work of the contract (including a copy of the Contractor’s privacy policy) to the Contracting Officer’s Representative (COR) for USAID's Bureau for Legislative and Public Affairs (LPA) evaluation and approval. The Contractor must notify the COR of the Web site URL as far in advance of the site's launch as possible and must not launch the Web site until USAID's (LPA) approval has been provided through the COR. The Contractor must provide the COR with any changes to the privacy policy for the duration of the contract.

2. The Contractor must collect only the amount of information necessary to complete the specific business need as required by statute, regulation, or Executive Order.


4. The Web site must be marked on the index page of the site and every major entry point to the Web site with a disclaimer that states: "The information provided on this Web site is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government."

5. The Web site must provide persons with disabilities access to information that is comparable to the access available to others. As such, all site content must be compliant with the requirements of the Section 508 amendments to the Rehabilitation Act.
(6) The Contractor must identify and provide to the COR, in writing, the contact information for the information security point of contact. The Contractor is responsible for updating the contact information whenever there is a change in personnel assigned to this role. Text highlighted in yellow indicates that the material is new or substantively revised.

(7) The Contractor must provide adequate protection from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted on the Web sites. To minimize security risks and ensure the integrity and availability of information, the Contractor must use sound: system/software management; engineering and development; and securecoding practices consistent with USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved as quickly as possible or within 30 days. Contact the USAID Chief Information Security Officer (CISO) at ISSO@usaid.gov for specific standards and guidance.

(8) The Contractor must conduct periodic vulnerability scans, mitigate all security risks identified during such scans, and report subsequent remediation actions to CISO at ISSO@usaid.gov and COR within 30 workdays from the date vulnerabilities are identified. The report must include disclosure of the tools used to conduct the scans. Alternatively, the contractor may authorize USAID CISO at ISSO@usaid.gov to conduct periodic vulnerability scans via its Web-scanning program. The sole purpose of USAID scanning will be to minimize security risks. The Contractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above.

(c) For general information, agency graphics, metadata, privacy policy, and Section 508 compliance requirements, refer to http://www.usaid.gov

H.14 302.3.5.22 Submission of Datasets to the Development Data Library (DDL) (OCTOBER 2014)

(a) Definitions. For the purpose of submissions to the DDL:

(1) “Dataset” is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the contractor’s information that is incidental to
award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 “Submission Requirements for Development Experience Documents”).

(2) “Intellectual Work” includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the contractor under the award, whether published or not. The term does not include the contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

(b) Submissions to the Development Data Library (DDL)

(1) The Contractor must submit to the Development Data Library (DDL), at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subcontractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.

(2) Unless otherwise directed by the Contracting Officer (CO) or the Contracting Officer Representative (COR), the contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The contractor must also provide to the COR an itemized list of any and all DDL submissions. The contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the contractor must submit a notice to the DDL by following the instructions at www.usaid.gov/data, with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded
scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

(3) The contractor must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.

(4) The contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission. Text highlighted in yellow indicates that the material is new or substantively revised. 22

(5) The contractor must not submit classified data to the DDL.

H.15 ELECTRONIC PAYMENTS SYSTEM

1. Definitions:
   a. “Cash Payment System” means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.
   
   b. “Electronic Payment System” means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.

2. The contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, subcontractors, or grants under contracts, where applicable.

3. Exceptions. The contractor is allowed the following exceptions, provided the contractor documents its contract file with the appropriate justification:
   
   a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.
   
   b. Cash payments made to payees where the contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants Under Contracts for less than $3000, when payment through an electronic payment system is not reasonably available.

d. The contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the contractor’s written justification, which provides a basis and cost analysis for the requested exception.


H.16 ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (MAY 2016)

(a) Federal agencies are required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), to offer access to electronic and information technology for disabled individuals within its employment, and for disabled members of the public seeking information and services. This access must be comparable to that which is offered to similar individuals who do not have disabilities. Standards for complying with this law are prescribed by the Architectural and Transportation Barriers Compliance Board ("The Access Board"). The contractor must comply with any future updates of standards by the Access Board 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at http://www.access-board.gov/sec508/508standards.htm.

(b) Except as indicated elsewhere in the contract, all electronic and information technology (EIT) procured through this contract must meet the applicable accessibility standards at 36 CFR 1194 as follows:

1194.21 Software applications and operating systems
1194.22 Web-based intranet and Internet information and applications
1194.23 Telecommunications products
1194.24 Video and multimedia products
1194.25 Self-contained, closed products
1194.26 Desktop and portable computers
1194.31 Functional performance criteria
1194.41 Information, documentation, and support

(c) Deliverable(s) must incorporate these standards as well.

(d) The final work product must include documentation that the deliverable conforms with the Section 508 Standards promulgated by the US Access Board.
(e) The Contractor must comply with 508 standards, and any changes needed to conform to the standards will be at no additional charge to USAID.

**H.17 USE OF INFORMATION TECHNOLOGY NOTIFICATION (MAY 2016)**
(DEVIATION NO. M/OAA-DEV-FAR-16-1c)

(a) **Definitions.** As used in this contract --

“Information Technology” means

(1) Any services or equipment, or interconnected system(s) or subsystem(s) of equipment, that are used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency; where

(2) such services or equipment are ' used by an agency' if used by the agency directly or if used by a contractor under a contract with the agency that requires either use of the services or equipment or requires use of the services or equipment to a significant extent in the performance of a service or the furnishing of a product.

(3) The term "information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including provisioned services such as cloud computing and support services that support any point of the lifecycle of the equipment or service), and related resources.

(4) The term "information technology" does not include any equipment that is acquired by a contractor incidental to a contract that does not require use of the equipment.

(b) This special contract requirement applies to the Contractor and all personnel providing support under this contract (hereafter referred to collectively as “Contractor”) and addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat 745), Federal Information Security Management Act (FISMA) of 2002, Federal Information Technology Acquisition Reform Act (FITARA) and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data. The following should not be construed to alter or diminish civil and/or criminal liabilities provided under various laws or mandates.

(c) Notification Requirements: The Federal Information Technology Acquisition Reform Act (FITARA) requires Agency Chief Information Officer (CIO) review and approval of contracts or interagency agreements for information technology or information technology services.
(1) The Contracting Officer’s written confirmation of the Agency CIO approval must be in place prior to starting work on the information technology component(s) of the contract. If approval has not already been obtained, the Contractor must work through the Contracting Officer and Contracting Officer Representative (COR) to do so immediately. Please refer to paragraph (3) below for notification procedures.

(2) The Contractor shall notify the Contracting Officer in writing whenever it becomes aware that any IT equipment, software or services necessary to meet the Government’s requirement or to facilitate activities in the Government’s statement of work were not disclosed in the schedule or statement of work.

(3) As part of the notification, the Contractor shall provide the Contracting Officer an estimate of the total cost of the IT equipment, software, and associated services regarding this contract and to obtain approval for procurement, development or modifications. The Contractor must simultaneously notify COR and the Office of the Chief Information Office at ITAuthorization@usaid.gov.

(4) Except as required by other provisions of this contract, specifically stated to be an exception to this special contract requirement, the Government is not obligated to reimburse the Contractor for costs incurred in excess of the IT equipment, software or services specified in the Schedule.

(d) The Contractor shall insert the substance of this special contract requirement, including this paragraph (d), in all subcontracts.

**H.18 CLOUD COMPUTING (MAY 2016)**

(a) Definitions. As used in this special contract requirement-

“Access” means the ability or opportunity to gain knowledge of Government or Government-related data or any other data collected or maintained on behalf of the United States Government under this contract.

“Cloud computing” means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

“Government data” means any information, document, media, or machine-readable material, regardless of physical form or characteristics, which is created or obtained in the course of official Government business.
“Government-related data” means any information, document, media, or machine readable material, regardless of physical form or characteristics, which is created or obtained by a Contractor through the storage, processing, or communication of Government data. This does not include a contractor’s business records, e.g., financial records, legal records, or data such as operating procedures, software coding or algorithms that are not uniquely applied to the Government data.

“Spillage” means a security incident that results in the transfer of classified or other sensitive or sensitive but unclassified information to an information system that is not accredited,(i.e., authorized) for the applicable security level of the data or information.

“Cloud Service Provider” or CSP means a company or organization that offers some component of cloud computing – typically Infrastructure as a Service (IaaS), Software as a Service (SaaS) or Platform as a Service (PaaS) – to other businesses, organizations or individuals.

“Penetration Testing” means security testing in which assessors mimic real-world attacks to identify methods for circumventing the security features of an application, system, or network.

“Third Party Assessment Organizations” means an organization independent of the organization whose IT system is being assessed. They are required to meet the ISO/IEC 17020:1998 standards for independence and managerial competence and meet program requirements for technical FISMA competence through demonstrated expertise in assessing cloud-based solutions.

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as their name, Social Security Number (SSN), biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important to recognize that non-PII can become PII whenever additional information is made publicly available — in any medium and from any source — that, when combined with other available information, could be used to identify an individual. PII examples include name, address, SSN, or other identifying number or code, telephone number, and e-mail address. PII can also consist of a combination of indirect data elements such as gender, race, birth date, geographic indicator (e.g., zip code), and other descriptors used to identify specific individuals. When defining PII for USAID purposes, the term “individual” refers to a citizen of the United States or an alien lawfully admitted for permanent residence.

“Breach” means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic.
(b) Computing
This special contract requirement applies to the Contractor and all personnel providing support under this contract (hereafter referred to collectively as “Contractor”) and addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), E-Government Act of 2002 - Section 208 and Title III, Federal Information Security Management Act (FISMA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat 745), National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data.

(c) Limitations on access to, use and disclosure of, government data and Government-related data.

(1) The Contractor shall not access, use, or disclose Government data unless specifically authorized by the terms of this contract issued hereunder.
   
   i. If authorized by the terms of this contract issued hereunder, any access to, or use or disclosure of, Government data shall only be for purposes specified in this contract.
   
   ii. The Contractor shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and obligations.
   
   iii. These access, use, and disclosure prohibitions and obligations shall remain effective beyond the expiration or termination of this contract.

(2) The Contractor shall use related Government data only to manage the operational environment that supports the government data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer.

(d) Records Management and Access to Information

(1) The Contractor shall support a system in accordance with the requirement for Federal agencies to manage their electronic records in accordance with capabilities such as those identified in the provisions of this contract, National Archives and Records Administration (NARA) retention policies.

(2) Upon request by the government, the Contractor shall deliver to the Contracting Officer all Government data and Government-related data, including data schemas, metadata, and other associated data artifacts, in the format specified in the schedule or by the Contracting Officer in support of government compliance requirements to include but not limited to Freedom of Information Act, Privacy Act, e-Discovery, e-Records and legal or security investigations.
(3) The Contractor shall retain and maintain all Government data in accordance with records retention provisions negotiated by the terms of the contract and in accordance with USAID records retention policies.

(4) The Contractor shall dispose of Government data and Government-related data in accordance with the terms of the contract and provide the confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures.

(e) Notification of third party access to Government data: The Contractor shall notify the Government immediately of any requests from a third party for access to Government data or Government-related data, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or Local agency, that could result in the disclosure of any Government data to a third party. The Contractor shall cooperate with the Government to take all measures to protect Government data from any loss or unauthorized disclosure that might reasonably result from the execution of any such request, warrant, seizure, subpoena, or similar legal process.

(f) Spillage and Security Incidents: Upon written notification by the Government of a spillage or security incident, or the Contractor’s discovery of a spillage or security incident, the Contractor shall coordinate immediately with the Office of Security at SECinformationsecurity@usaid.gov to correct the spillage or security incident in compliance with agency-specific instructions.

(g) Information Ownership and Rights: USAID information stored in a cloud environment remains the property of USAID, not the Contractor or cloud service provider (CSP). USAID retains ownership of the information and any media type that stores Government information. The CSP does not have rights to the USAID information for any purposes other than those explicitly stated in the contract.

(h) Security Requirements:
(1) The Contractor shall adopt and maintain administrative, technical, and physical safeguards and controls that meet or exceed requirements contained within the Federal Risk and Authorization Management Program (FedRAMP) Cloud Computing Security Requirements Baseline, current standard for NIST 800-53, including Appendix J, and FedRAMP Continuous Monitoring Requirements for the security level and services being provided, in accordance with the security categorization or impact level as defined by the government based on the Federal Information Processing Standard (FIPS) Publication 199 (FIPS-199).

(2) The Contractor shall comply with FedRAMP requirements as mandated by Federal laws and policies, including making available any documentation, physical access, and logical access needed to support this requirement. The Level of Effort for the security assessment and authorization (SA&A) is based on the system’s complexity and security categorization. The Contractor shall create, maintain and update the following
documentation using FedRAMP requirements and templates, which are available at http://FedRAMP.gov.

(3) The Contractor must support SA&A activities to include assessment by an accredited Third Party Assessment Organization (3PAO) initially and whenever there is a significant change to the system’s security posture in accordance with the FedRAMP Continuous Monitoring Plan. The Contractor must make available to the Contracting Officer, the most current, and any subsequent, Security Assessment Reports for consideration as part of the Contractor’s overall Systems Security Plan.

(4) The Government reserves the right to perform or request Penetration Testing by an independent source. If the Government exercises this right, the Contractor shall allow Government employees (or designated third parties) to conduct Security Assessment activities to include control reviews in accordance with FedRAMP requirements. Review activities include but are not limited to scanning operating systems, web applications, databases, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of Government information for vulnerabilities.

(5) Identified gaps between required FedRAMP Security Control Baselines and Continuous Monitoring controls and the Contractor's implementation as documented in the Security Assessment Report must be tracked by the Contractor for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the gaps, the Government may require them to be remediated before a provisional authorization is issued.

(6) The Contractor is responsible for mitigating all security risks found during SA&A and continuous monitoring activities. All high-risk vulnerabilities must be mitigated within thirty (30) days and all moderate risk vulnerabilities must be mitigated within sixty (60) days from the date vulnerabilities are formally identified. The Government will determine the risk rating of vulnerabilities.

(7) The Contractor shall provide access to the Federal Government, or their designee acting as their agent, when requested, in order to verify compliance with the requirements and to allow for appropriate risk decisions for an Information Technology security program. The Government reserves the right to conduct onsite inspections. The Contractor must make appropriate personnel available for interviews and provide all necessary documentation during this review and as necessary for continuous monitoring activities.

(i) Privacy Requirements: Cloud Service Provider (CSP) must understand and adhere to applicable federal Privacy laws, standards, and guidance to protect Personally Identifiable Information (PII) about individuals that will be collected and maintained by the Contractor solution. The Contractor responsibilities include full cooperation for any
request for disclosure, subpoena, or other judicial process seeking access to records subject to the Privacy Act of 1974.

(j) Data Location: The Contractor must disclose the data server locations where the Agency data will be stored as well as the redundant server locations. The Contractor must have prior Agency approval to store Agency data in locations outside of the United States.

(k) PII Breach Response: The Contractor is responsible for timely breach reporting, individual notification, mitigation, cost and containment resulting from PII Breaches. The Contractor must document and provide to the COR and USAID Chief Privacy Officer (privacy@usaid.gov) a plan describing in detail their breach response policies and processes addressing these issues to include credit monitoring or other appropriate relief to affected individuals.

(l) Terms of Service (ToS): The Contractor must disclose any requirements for terms of service agreements and clearly define such terms prior to contract award. All ToS provisions regarding controlling law, jurisdiction, and indemnification must align with Federal statutes, policies, and regulations.

(m) Service Level Agreements (SLAs): The Contractor must be willing to negotiate service levels with USAID; clearly define how performance is guaranteed (such as response time resolution/mitigation time, availability, etc.); monitor their service levels; provide timely notification of a failure to meet the SLAs; and evidence that problems have been resolved or mitigated. Additionally, at USAID’s request, the Contractor must submit reports or provide a dashboard where USAID can continuously verify that service levels are being met. Where SLAs fail to be met, USAID may assess monetary penalties or service credit.

(n) Trusted Internet Connection (TIC): The Contractor must route all USAID traffic through the TIC.

(o) Forensics, Freedom of Information Act (FOIA), Electronic Discovery: The Contractor must allow USAID access required to retrieve information necessary for FOIA and Electronic Discovery activities, as well as, forensic investigations for both criminal and non-criminal purposes without their interference in these activities. USAID may negotiate roles and responsibilities for conducting these activities in agreements outside of this contract.

1. The Contractor must ensure appropriate forensic tools can reach all devices based on an approved timetable.
2. The Contractor must not install forensic software or tools without the permission of USAID.
3. The Contractor, in coordination with USAID Bureau for Management, Office of The Chief Information Officer (M/CIO)/ Information Assurance Division (IA), must document and guarantee the preservation of data required for these activities.
(4) The Contractor, in coordination with USAID M/CIO/IA, must clearly define capabilities, procedures, roles and responsibilities and tools and methodologies for these activities.

(p) The Contractor shall include the substance of this special contract requirement, including this paragraph (p), in all subcontracts, including subcontracts for commercial items.

H.19 GENDER CONSIDERATION

To the greatest extent possible, the contractor must seek to include both men and women in all aspects of this project including participation and leadership in [e.g., meetings, training, etc.]. The contractor must collect, analyze and submit to USAID sex-disaggregated data and proposed actions that will address any identified gender-related issues.

USAID policy requires that gender issues be addressed as appropriate in all USAID-funded activities. The contractor must look for gender implications or opportunities in the project, seeking to address embedded gender issues and promote gender equity, as appropriate, in all phases of project implementation and internal management.

H.20 ENVIRONMENTAL COMPLIANCE

The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID’s activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID’s Automated Directives System (ADS), Chapter 201.3.4.5 and Chapter 204 ([http://www.usaid.gov/who-we-are/agency-policy/series-200](http://www.usaid.gov/who-we-are/agency-policy/series-200)) which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. The contractor’s environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this solicitation. In addition, the contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

No activity funded under this solicitation will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). A memo to File (MTF 1 to Asia 15-010) has been approved for the activities funding this contract. This memorandum is a supplement to the Programmatic Feed the Future IEE (P-IEE Asia 15-010). It covers activities expected to be implemented under this contract and extends the environmental compliance requirements established in P-IEE through September 2023. These two
documents cover Tajikistan Agribusiness Competitiveness Activity with respect to scope of work, timing, budget, and geographic focus.

Based on the recommendations of the IEE, USAID has granted a **Categorical Exclusion (CE)** for activities outlined in 22 CFR Part 216.2(c)(2) (no effect on the natural or physical environment including, human health and social impacts), such as education, technical assistance, or training programs except to the extent such programs include activities directly affecting the environment (such as construction of facilities, etc.); analyses, studies, academic or research workshops and meetings; and document and information transfers. All these activities shall include principles of environmental and health protection, impact mitigation, and environmental sustainability. They don’t require further environmental review and reporting. For multiple planned meetings, conferences and other events, the contractor shall consider green procurement concepts to eliminate, reduce, or recycle waste as summarized in the “Green Meeting” checklist (See annex of the P-IEE supplement).

USAID has determined that a **Negative Determination with conditions (NDC)** applies to one or more of the proposed activities under contract. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment and human health. The contractor shall be responsible for implementing the following P-IEE conditions pertaining to activities to be funded under this contract:

- **Small scale activities that normally do not have significant adverse environmental effect** if activities are developed with mitigation measures specified to prevent unintended impact. This may include: improving agricultural value chain; installing equipment and related small scale constructions and renovations; agricultural product design and development; access to finance; marketing; navigating policy and legal and regulatory base development; testing and introduction of improved or innovative agricultural technologies; greenhouse installation and management; improvement of existing cold storage management; small-scale rehabilitation/construction of various agricultural facilities; rehabilitation of drinking water supply, irrigation and drainage network; introduction of improved agribusiness practices; set-up of crop storage, small agro processing and procurement of sorting, grading and packaging equipment; small sized cold chain units and other activities listed in P-IEE that may have a potential for an adverse direct, indirect and cumulative impact on the natural or physical environment. If the contractor works on such activities, it shall screen, mitigate, monitor and report to USAID in accordance with terms of the P-IEE. Specifically, it will have to: 1) develop an environmental manual (EM) and framework environmental mitigation and monitoring plan (FEMMP); and 2) document in activity- and site-specific EMMPs as part of environmental review checklists (ERCs) (See annex of the P-IEE supplement) existing environmental, socio-economic and health concerns, foreseeable effects resulting from the activity components, and corresponding mitigation measures. If finding that significant adverse effect is confirmed, a Scoping Statement (SS) and Environmental Assessment (EA)
should be done by the contractor prior to start of activities. Terms of Reference for Scoping, SS and EA Report must be approved by BEO/Asia. Each NDC activity should be conducted in a manner consistent with good design and best implementation practices described in *USAID Sectoral Environmental Guidelines for Small-Scale Activities*, as provided at: http://www.usaidgems.org; and *IFC Environmental, Health and Safety Guidelines*, as provided at: www.ifc.org/ehsguidelines

- Activities related to assistance in development of policy recommendations and strategic plans, and technical recommendations for farmers, agribusinesses and small commercial firms have potential for significant indirect adverse environmental and human health impacts. Therefore, the contractor can recommend and assist with implementation of policy and strategic plans only if environmental screening is done and mitigation measures are proposed to prevent potential negative impact of policy/strategy recommendations implementation. For technical recommendations, the contractor should include principles of environmental and human health protection, impact mitigation, and environmental sustainability in all training curricula, education materials and recommendations. It should also develop lists of good agricultural, handling, and management practices, technology menus, safer use recommendations and other measures as required by IEE.

- Procurement of computers and other electric and electronic equipment, commodities, and materials require following normal good practices, engineering methods, and standard instructions to avoid potential environmental problems. The proposed action is that the contractor should provide evidence that equipment and materials are procured from certified retailers; environmental safety and quality certificates conforming with national and/or international standards are available; equipment and materials are used in an environmentally sound and safe manner, properly disposed of at the end of their useful life in a manner consistent with best management practices according to USG, European Union or equivalent standards.

- Facilitating financing requires that the contractor review the adequacy of the environmental capabilities of the partnering financial institutions as described in P-IEE.

- The activities involving assistance for the procurement or use or both, of pesticides, should go forward in accordance with terms of the country-specific Pesticide Evaluation Report and Safer Use Action Plan (PERSUAP) approved by Asia BEO. The contractor shall conduct annual PERSUAP Update to be prepared by the BEO/Asia approved professional and approved by the BEO/Asia prior to activities start.

- The contractor should consider climate change resilience of all program components and when applicable implement climate risk management practices including development of climate change adaptation and mitigation measures. The preliminary climate risk management screening (See annex of the P-IEE supplement) for selected tasks as required by a mandatory reference for ADS Chapter 201mal found several tasks qualifying for moderate and high risk, therefore, the contractor should conduct climate risk screening (CRS) for all sectoral and sub-sectoral program
components with the approved NDC prior to commencement. CRS should be presented in a FEMMP and ERCs and approved by the Mission Environmental Officer (MEO) and Contracting Officer Representative (COR).

- **The contractor should include environmental compliance language in sub-awards.** The contractor should also use impact assessment tools to screen sub-award proposals to ensure that funded proposals will result in no adverse environmental impact, to develop mitigation measures, as necessary, and to specify monitoring and reporting. The contractor is responsible for ensuring that mitigation measures are implemented by the sub-awardees.

- **As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the Contracting Officer’s Representative (COR) and USAID/CA MEO shall review all ongoing and planned activities under this contract to determine if they are within the scope of the approved 22 CFR 216 documentation. If the contractor plans any new activities outside the scope of this environmental documentation, it shall prepare an amendment to documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of 22 CFR 216 documentation amendment. Any ongoing activities found to be outside the scope of the approved 22 CFR 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.**

**H.21 GRANTS UNDER CONTRACT**

Grants may be included in the Performance Work Statement and considered under this contract. However, no grants can be issued until the Head of the Contracting Activity (HCA) at the USAID/CA Mission approves grants as stipulated in ADS 302.3.4.13. In addition, all requirements of ADS 302.3.5.6, including the usage of agency policy and requirements, the ability of USAID to terminate grant activities, and USAID involvement in establishing selection criteria and the selection of recipients, must be followed.

**H.21 752.7007 PERSONNEL COMPENSATION (JULY 2007)**

(a) Direct compensation of the Contractor’s personnel shall 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.

[END OF SECTION H]
PART II – CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

1.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR “52.252-2 CLAUSES INCORPORATED BY REFERENCE” in Section I of this contract. See [http://acquisition.gov/far/index.html](http://acquisition.gov/far/index.html) for electronic access to the full text of a FAR clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

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52.242-4 | Certification of Final Indirect Costs. (JAN 1997)
52.242-13 | Bankruptcy. (JUL 1995)
52.243-2 | Changes - Cost-Reimbursement. (AUG 1987) - Alternate I (APR 1984)
52.244-2 | Subcontracts. (OCT 2010) - Alternate I (JUN 2007)
52.244-5 | Competition in Subcontracting. (DEC 1996)
52.244-6 | Subcontracts for Commercial Items. (NOV 2017)
52.245-1 | Government Property. (JAN 2017)
52.246-25 | Limitation of Liability - Services. (FEB 1997)
52.247-63 | Preference for U.S.-Flag Air Carriers. (JUN 2003)
52.248-1 | Value Engineering. (OCT 2010)
52.249-6 | Termination (Cost-Reimbursement). (MAY 2004)
52.249-14 | Excusable Delays. (APR 1984)
52.253-1 | Computer Generated Forms. (JAN 1991)

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752.209-71 | Organizational Conflicts of Interest Discovered After Award. (JUN 1993)
752.211-70 | Language and Measurement. (JUN 1992)
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<td>752.7038</td>
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### I.2 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.
(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.3 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.4 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It Is Not A Wage Determination

<table>
<thead>
<tr>
<th>Employee class</th>
<th>Monetary wage - Fringe benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
1.5 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT. (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid-

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $100. Bills under $100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to-

[To be filled in by Contracting Officer]

(End of clause)

1.6 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):

USAID:  http://www.usaid.gov
FAR:  http://acquisition.gov/far/index.html
AIDAR:  http://www.usaid.gov/ads/policy/300/aidar
ADS 300:  http://www.usaid.gov/who-we-are/agency-policy/series-300

(End of clause)

1.7 752.245-70 GOVERNMENT PROPERTY - USAID REPORTING REQUIREMENTS. (JUL 1997)

In response to a GAO audit recommendation, USAID contracts, except for those for commercial items, must contain the following preface and reporting requirement as additions to the appropriate Government Property clause prescribed by (48 CFR) FAR 45.107.
Preface: to be inserted preceding the text of the FAR clause.

(End of clause)

I.8 GOVERNMENT PROPERTY - USAID REPORTING REQUIREMENTS  
(JUL 1997)

The term Government furnished property wherever it may appear in the following clause, shall mean (1) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor and (2) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of this contract and identified by such officer as accountable. The term Government property, wherever it may appear in the following clause, shall mean Government-furnished property and non-expendable personal property title to which vests in the U.S. Government under this contract. Non-expendable property, for purposes of this contract, is defined as property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than $500.

Reporting Requirement: to be inserted following the text of the FAR clause.

Reporting Requirements: The contractor will submit an annual report on all non-expendable property in a form and manner acceptable to USAID substantially as follows:

<table>
<thead>
<tr>
<th>ANNUAL REPORT OF GOVERNMENT PROPERTY IN CONTRACTOR'S CUSTODY (Name of Contractor) As of (End of Contract Year), 20xx</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motor Vehicles</td>
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<td></td>
</tr>
</tbody>
</table>

A. Value of property as of last report.

B. Transactions during this reporting period.

1. Acquisitions (add):.

   a. Purchased by contractor ¹.

   b. Transferred from USAID ².
| c. Transferred from others, without reimbursement |   |   |   |
| 2. Disposals (deduct): |   |   |   |
| a. Returned to USAID. |   |   |   |
| b. Transferred to USAID-contractor purchased. |   |   |   |
| c. Transferred to other Government agencies |   |   |   |
| d. Other disposals |   |   |   |
| C. Value of property as of reporting date. |   |   |   |
| D. Estimated average age of contractor held property. |   |   |   |

|   | Years |   | Years |   | Years |

1 Property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than $500.

2 Government furnished property listed in this Contract as nonexpendable.

3 Explain if transactions were not processed through or otherwise authorized by USAID.

PROPERTY INVENTORY VERIFICATIONS

I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability records maintained for Government property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is as cited opposite line D above.

______________________________
Authorized Signature

(End of clause)
1.9 752.7036 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)

a) Definitions

“USAID Implementing Partner Notices (IPN) Portal for Acquisition ("IPN Portal")” means the single point where USAID posts universal bilateral modifications, which can be accessed electronically by registered USAID contractors. The IPN Portal is located at https://sites.google.com/site/usaidipnforacquisitions/

“IPN Portal Administrator” means the USAID official designated by the M/OAA Director, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Acquisition.

“Universal bilateral modification” means modifications such as those that update or incorporate new FAR or AIDAR clauses, other terms and conditions, or special requirements that affect all awards or a class of awards as specified in the Agency notification of such terms and conditions or special requirements.

b) By submission of an offer and execution of a contract, the Offeror/Contractor acknowledges the requirement to:

(1) Register with the IPN Portal if awarded a contract resulting from this solicitation, and

(2) Receive universal bilateral modifications to this contract and general notices via the IPN Portal.

c) Procedure to register for notifications.

Go to: https://sites.google.com/site/usaidipnforacquisitions/ and click the “Register” button at the top of the page. Contractor representatives must use their official organization email address when subscribing, not personal email addresses.

d) Processing of IPN Portal Modifications

The contractor may access the IPN Portal at any time to review all IPN Portal modifications; however, the system will also notify the contractor by email when the USAID IPN Portal Administrator posts a universal bilateral modification for contractor review and signature. Proposed IPN Portal modifications distributed via the IPN Portal are applicable to all awards, unless otherwise noted in the proposed modification.

Within 15 calendar days from receipt of the notification email from the IPN Portal, the contractor must do one of the following:

(1) (a) verify applicability of the proposed modification for their award(s) per the instructions provided with each modification; (b) download the modification
and incorporate the following information on the SF30 form: contract number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed modification (by email or hardcopy) to the CO for signature. The contractor must not incorporate any other changes to the IPN Portal modification. Bilateral modifications provided through the IPN Portal are not effective until the both the contractor and the CO sign the modification;

(2) Notify the Contracting Officer in writing if the modification requires negotiation of additional changes to terms and conditions of the contract; or

(3) Notify the Contracting Officer that the contractor declines to sign the modification.

Within 30 calendar days of receipt of a signed modification from the contractor, the CO must provide the fully executed modification to the contractor or initiate discussions with the contractor.

[END OF SECTION I]
PART III – List of DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

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[END OF SECTION J]
Part IV – REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

K.1 NOTICE LISTING CONTRACT CLAUSES 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 http://acquisition.gov/far/index.html for electronic access to the full text of a FAR clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

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<td>52.204-19</td>
<td>Incorporation by Reference of Representations and Certifications. (DEC 2014)</td>
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<td>52.209-2</td>
<td>Prohibition on Contracting With Inverted Domestic Corporations-Representation. (NOV 2015)</td>
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<td>52.222-38</td>
<td>Compliance with Veterans' Employment Reporting Requirements. (FEB 2016)</td>
</tr>
<tr>
<td>52.222-56</td>
<td>Certification Regarding Trafficking in Persons Compliance Plan. (MAR 2015)</td>
</tr>
<tr>
<td>52.225-25</td>
<td>Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (OCT 2015)</td>
</tr>
<tr>
<td>52.237-8</td>
<td>Restriction on Severance Payments to Foreign Nationals. (AUG 2003)</td>
</tr>
</tbody>
</table>

K.2 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR. (JUL 2016)

(a) Definitions. As used in this provision-

Commercial and Government Entity (CAGE) code means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity
(CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

**Highest-level owner** means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

**Immediate owner** means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it [ ] has or [ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: [ ]
Immediate owner legal name: [ (Do not use a "doing business as" name)]
Is the immediate owner owned or controlled by another entity?: [ ] Yes or [ ] No.

(d) If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: [ ]
Highest-level owner legal name: [(Do not use a "doing business as" name)]

(End of provision)

**K.3 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (NOV 2017)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(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 provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) 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 (d) applies.

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

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless:

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.
(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.

(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

[ ] (i) 52.204-17, Ownership or Control of Offeror.

[ ] (ii) 52.204-20, Predecessor of Offeror.

[ ] (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

[ ] (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

[ ] (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

[ ] (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

[ ] (vii) 52.227-6, Royalty Information.

[ ] (A) Basic.

[ ] (B) Alternate I.

[ ] (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also
incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<table>
<thead>
<tr>
<th>FAR Clause No.</th>
<th>Title</th>
<th>Date</th>
<th>Change</th>
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</table>

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 SAM.

(End of provision)

K.4 52.204-20 PREDECESSOR OF OFFEROR. (JUL 2016)

(a) Definitions. As used in this provision-

*Commercial and Government Entity (CAGE) code* means-

1. An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

2. An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.
(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: [(or mark "Unknown")].

Predecessor legal name: [(Do not use a "doing business as" name)].

(End of provision)

K.5 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS. (OCT 2015)

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

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

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

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

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

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

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

(End of provision)

K.6 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

(a) Definitions. As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

   (i) In a criminal proceeding, a conviction.

   (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

   (iii) In an administrative proceeding, a finding of fault and liability that results in-

       (A) The payment of a monetary fine or penalty of $5,000 or more; or

       (B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

   (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).
K.7 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW. (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that-

1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

2. Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

1. It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

2. It [ ] has, [ ] has not, filed all required compliance reports; and

End of provision

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (FEB 1999)

The offeror represents that-

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not, filed all required compliance reports; and
(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

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

(End of provision)

K.10 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION. (AUG 2009)

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

*Business operations* means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

*Marginalized populations of Sudan* means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

*Restricted business operations* means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

K.11 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION. (OCT 2015)

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

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

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

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of $750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

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

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

Date of Disclosure Statement: [Name and Address of Cognizant ACO or Federal Official Where Filed:]

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

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

Date of Disclosure Statement: [ ]

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

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

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

[ ] (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period
immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (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 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

[ ] Yes[ ] No
K.12  52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES. (APR 2005)

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

___ Yes ___ No

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

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

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

(End of provision)

[END OF SECTION K]
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING CONTRACT CLAUSES 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.

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. Full text of a solicitation provision may be accessed electronically at these addresses below:

USAID: http://www.usaid.gov
FAR: http://acquisition.gov/far/index.html
AIDAR: http://www.usaid.gov/ads/policy/300/aidar
ADS 300: http://www.usaid.gov/who-we-are/agency-policy/series-300

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L.2 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a Cost-plus-fixed-fee (CPFF) completion contract resulting from this solicitation.

(End of provision)

L.3 52.233-2 SERVICE OF PROTEST. (SEP 2006)

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

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

(End of provision)

L.4 ADDITIONAL INSTRUCTIONS TO OFFERORS

a) RFP Instructions. If an Offeror does not follow the instructions in this solicitation, the Offeror's proposal may be eliminated from further consideration or the proposal may be down-graded and not receive full or partial credit under the applicable evaluation criteria.

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

c) Proposal Preparation Costs. The Government will not pay for any proposal preparation costs.

d) Submission of Alternate Proposals. Offerors must submit a proposal directly responsive to the terms and conditions of this solicitation. Alternate proposals will not be accepted.

e) Pre-award Survey. USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the prime contractor's financial condition, business and personnel procedures, etc.; and (3) site visits to the prime contractor's institution.

f) Offer Validity. Offerors are required to indicate the duration of the validity of their offer in box 12 of the submitted SF 33 Form. USAID recommends to include at least 6 months of validity from the date the offer is submitted to allow sufficient time to evaluate proposals and complete negotiations.

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

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

(2) Submission of proposed costs/prices and indirect cost information as required by Section B and L of this RFP;
(3) Completion of the “Representations, Certifications, and Other Statements of Offerors” in Section K; and,

(4) Submission of information required by Section L or any other section of this RFP.

The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract. Offerors must follow the instructions contained in this RFP and supply all information and signature/certifications, as required.

L.5 DELIVERY INSTRUCTIONS

a. General Instructions. All proposals in response to this solicitation are due to the USAID/CA, Acquisition and Assistance Office by the closing date and time specified on the cover letter. Each Offeror’s proposal submitted in response to this solicitation must be prepared in two volumes:
   Volume I – Technical Proposal
   Volume II – Cost/Business Proposal

The sections and annexes in the technical and cost proposals must be listed in the table of contents.

The Technical Proposal must address technical aspects only while the Business (Cost) Proposal must present the costs and address related issues such as responsibility. Proposals must be signed by an official who is authorized to bind the organization. The Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

b. Electronic Submission. All proposals must be submitted via electronic mail. This will be the only acceptable method of receipt. Proposals submitted by any method other than electronic mail as specified will not be accepted. Electronic submission of proposals must not exceed 8MB limit (no zipped or compressed files).
   (1) Questions in reference to this solicitation must be submitted to AlmatyAASolicitations@usaid.gov by the date inserted on the cover letter. Answers to questions received in writing will be made available to all Offerors and posted to Federal Business Opportunities Website www.fedbizopps.gov.
   (2) The electronic submission of proposals must be submitted to AlmatyAASolicitations@usaid.gov by the date inserted on the cover letter.
   (3) Each e-mail must contain subject line, which clearly indicates the name of the Offeror and the solicitation number. The subject for each email should read as follows: “[Name of Offeror] – [72011518R00001] – [Technical/Cost Proposal] – [Part _ of _]
(4) For Technical proposal and Past Performance, acceptable file formats are Microsoft Word (.DOC) and Adobe Acrobat (.PDF).

(5) For Cost proposal, acceptable file formats are Microsoft Excel (.XLS). All information, formulas, cells, and tabs in the cost proposal should be unlocked and not password protected.

(6) Offerors are encouraged to request a return receipt. For example, state in the email “Please acknowledge receipt of this email.”

c. Closing Date and Time. All proposals in response to this RFP shall be due not later than the date stated on the cover letter of this Solicitation. Offerors are responsible for ensuring timely delivery of proposals. The offeror is reminded that e-mail is NOT instantaneous, in some cases delays of several hours occur from transmission to receipt. For this RFP the initial point of entry to the government infrastructure is USAID’s Washington mail server. Offerors are strongly encouraged to review FAR 15.208.

Hand delivered proposals (including commercial courier) and facsimile transmission will not be accepted.

If the offeror’s organization decides to submit a proposal in response to this solicitation, it must be submitted in accordance with Section L of the RFP to the email addresses and time indicated above.

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

L.6 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

a) The Offeror’s technical submission should demonstrate the Offeror’s capability to meet the stated results outlined in the Statement of Objectives (SOO) provided under Attachment J.1. Offerors must provide a Technical Proposal that includes a complete Performance Work Statement (PWS). The technical proposal must address the evaluation criteria stated in section M of this RFP.

The SOO provides the Government's overall objectives and performance requirements for this solicitation. Offeror must use the SOO, together with other applicable portions of this RFP, as the basis for preparing the proposal, including the work breakdown structure, project work statement, and QASP. The Offeror should specify in clear, understandable terms the work to be done in achieving the results to be delivered or services to be performed by the contractor. The PWS must describes in detail what tasks and activities the Offerors will be conducting and how the work will accomplish each stated objective/result provided in the statement of objectives (SOO). The Offeror’s technical solution for each stated result must propose the Performance Standards in accordance
with the Statement of Objectives in clear, specific and objectives terms with quantitative measures. The Offeror’s understanding of the required services and work effort required to accomplish them should be fully demonstrated in the offeror’s proposed PWS. The Offeror’s PWS shall include appropriate compliance and reference documents.

The PWS should use the following outline and is limited to 12 pages:

- **Background/introduction (~1 page).** This should include the Offeror’s Theory of Change (please see [https://usaidlearninglab.org/lab-notes/what-thing-called-theory-change](https://usaidlearninglab.org/lab-notes/what-thing-called-theory-change) for a description of USAID’s Theory of Change).
- **Implementation Approach to meet Objectives (~10 pages)**
- **Narrative of task/activities**
- **Quantitative results expected from the activities**
- **Efforts to ensure monitoring and high-quality of activities**
  - Summary/conclusion (~1/2 page)
  - Discussion of the guiding principles from the SOO (including sustainability, collaboration and coordination, and gender), should be woven throughout the text of the PWS.

b) The Offeror’s PWS, defined in FAR 2.101 as a statement of work for performance-based acquisitions that describes the required results in clear, specific and objective terms with measurable outcomes” will be included in the statement of work (SOW) that becomes Section C of the contract. As such, it must be written in a statement of work format, i.e. do not use “We will” or “(Organization Name) will” but instead use “The Contractor will”. Do not use words such as “should,” “shall” or “may” but instead use the words “must” or “will”.

c) The Technical Proposal must not exceed 40 pages (of which up to 12 are the PWS) excluding annexes. Any pages exceeding the 40-page limit will not be evaluated. The text must be written in English and typed on standard 8 1/2” x 11” paper size, single spaced, one inch margins, Times New Roman font, 12-point font, with each page numbered consecutively. Page margins must be a minimum of one inch at the top, bottom and each side. The Technical Proposal must not contain any cost information. Proposals that do not comply with aforementioned requirements may not be considered.

d) The Technical Proposal must include the following information:

1. **Cover page.** Including (1) the RFP name and number, (2) the name of the Offeror, (3) Any partnerships (4) Name, title and signature of the authorized representative (5) date of submission and (6) the Offeror’s DUNS number. (not included in the 40 page limit)
2. **Table of Contents, List of Acronyms.** (not included in the 40 page limit)
3. **Executive Summary.** This section must be a succinct 1-2 page summary of the activity and contain information that the Offeror believes best represents a summary of the proposed activity. (not included in the 40 page limit)
(4) **Technical Proposal.** The technical proposal must be organized as follows (included in the 40 page limit):
   i. Technical Approach including the Performance Work Statement.
   ii. Key Personnel and Staffing Plan
   iii. Management Approach
       (1) Draft Year One Work Plan

Below is a summary of the Annexes (not included in the 40 page limit) that should accompany the technical proposal. No additional annexes or attachments will be accepted:

   Annex 1: Organizational Chart/s.
   Annex 2: Quality Assurance Surveillance Plan (QASP – see attachment J.2)
   Annex 4: Resumes, biodata (SF-1420), and letters of commitment for proposed key personnel
   Annex 5: Contractor Past Performance Information.

i. **Technical Approach including the Performance Work Statement.** This section must reflect the Offeror’s technical understanding of the objectives and results identified in the statement of objectives (SOO). This document should provide more detail highlighting how the interventions described in the PWS will result in the results USAID want to achieve, using strong evidence-based justifications for why the Offeror believes that they are the most effective means to achieve the expected outcomes. The technical approach must also discuss and highlight how the interventions promote sustainability, ensure collaboration and coordination, and promote gender issues as described in the SOO.

In addition, USAID anticipates that environmental compliance and achieving optimal development outcomes for the proposed activities will require environmental management expertise. Respondents to the RFP should therefore include as part of their technical proposal their approach to achieving environmental compliance and management, to include:

- The offeror’s approach to developing and implementing an environmental mitigation and monitoring plan.
- The offeror’s approach to providing necessary environmental management expertise, including examples of past experience of environmental management of similar activities.
- The offeror’s illustrative budget for implementing the environmental compliance activities, including screening, mitigation, monitoring and reporting. For the purpose of this solicitation, offerors should reflect illustrative costs for environmental compliance implementation and monitoring in their cost proposal.
ii. **Key Personnel and Staffing Plan.** Offerors must propose how they will staff TACA, identifying and describing key personnel positions and the candidates that will fill these positions.

Offerors will propose a combination of key personnel (up to 3) that corresponds to the proposed technical approach for each objective of the Activity Description. Offerors must clearly describe the professional qualifications, education and relevant experience of its Proposed Key Personnel.

The Key Personnel team must possess fluency in Russian, Tajik, and English, and the team must possess the following skill sets:

1. Demonstrated experience in managing international development programs including experience in agricultural value chain development in emerging markets.
2. Proven expertise in agribusiness competitiveness including product development, marketing, financing, partnerships, investment promotion, and trade facilitation;
3. Advanced educational background and knowledge relevant for similar projects in developing countries;
4. Strong leadership, administrative, management, presentation, reporting, and communication skills;
5. Ability to perform at a high level and apply diplomacy skills with a wide range of stakeholders (i.e., national, provincial, district and local government officials, private sector, NGOs, and FTF beneficiaries).

**Preferred:**
6. Preferred candidates would have experience integrating gender equality and women’s empowerment issues within agriculture value chain development activities.
7. Extensive experience in the former Soviet Union, or other countries with former centrally planned economies.

In addition, the Offeror must provide a staffing plan that has the collective experience and knowledge to implement the proposed PWS. This includes a staffing plan that has provides for clear roles and responsibilities and ensures efficient operations both for technical implementation and contract/project management (e.g. finance, accounting, contract/grant management). The Offeror must highlight in its staffing plan including the chain of command among staff for the activity and the location of positions if outside of Dushanbe. The plan must also clearly delineate which personnel are proposed by the contractor versus subcontractors.

iii. **Management Approach.** The management approach must highlight how the Offeror will ensure an effective and rapid effective launch of project activities within 60 days in Year 1 and a realistic approach to implement the PWS and to
achieve the results. This should also include details for how the contractor will work with lead firms, NGOs, and local, regional, and national government entities.

(1) Draft First Year Workplan
As part of the draft first year annual work plan, this section must include the Offeror’s strategy for a rapid and effective launch of project activities in within 60 days in Year 1 and a realistic approach to implement the SOW and to achieve the results. Each activity should be clearly linked to an outcome or impact.

The plan must provide a detailed explanation (narrative, graphic, or both) of proposed activities and their sequencing, with an illustrative work plan for Year 1, and will include major program milestones/activities for subsequent years.

(2) Draft Activity Monitoring, Evaluation, And Learning Plan
The Technical Proposal will include a draft Activity Monitoring, Evaluation, and Learning (MEL) Plan per the description in section F.5.2. All proposed indicators must be reasonably reliable, verifiable, cost efficient in collection, and, more importantly, they will be “telling the story” of the impact of USAID’s assistance.

The Activity MEL Plan will set proposed targets for the period of the program. Offerors are encouraged to propose more ambitious targets for final program results. All targets will be quantifiable and may be either in absolute numbers/amounts or in percentages against baselines.

The draft Activity MEL Plan must include baseline data, to the extent it is known. In cases where baseline data is unknown and/or is not available to Offerors, the draft Activity MEL Plan should describe what will be the data source and/or how it will be collected. The draft Activity MEL Plan must also demonstrate the Offeror’s approach to monitoring and evaluation to identify and address emerging challenges and opportunities related to the program’s implementation and results.

Annex 1Organizational Chart(s)
An organizational chart highlighting roles and responsibilities for the contract should be included to support the staffing plan narrative.

Annex 2 Quality Assurance Surveillance Plan
The QASP (see attachment J.2) will become a contractual document used to determine if the contractor’s performance meets the performance standards contained in the contract. To complete the QASP, fill out completely the sections in the attachment that are highlighted in yellow. Of important note, Offerors are expected to provide (1) the key services or deliverables that will they will provide under the contract and (2) how the Offeror defines an acceptable level of quality for these services or deliverables.
Annex 3  Branding And Marking Plan
Offerors must include a Branding Implementation Plan and Marking Plan in line with the Branding Strategy included in this RFP. The plans from the apparent successful Offeror will be reviewed and be subject to CO approval prior to awarding of the contract.

Annex 4  Resumes, biodata (SF-1420), and letters of commitment for proposed key personnel
For each key personnel listed, please include the resume and biodata (SF-1420) for the individual.

Resumes should, at a minimum, include the following:
- Experience in developing countries and the extent of participation and level of responsibility undertaken in similar support work during the last 10 years.
- Appropriateness of technical backgrounds and academic credentials.
- The individuals’ language capabilities.
- The work experience will be presented chronologically and should contain sufficient details to enable the technical review team to evaluate the qualifications and experience. The resumes should include the name, telephone number, and email of at least two references who do not work for the employee's current company.

Each résumé shall be accompanied by a SIGNED letter of commitment from each candidate indicating his/her:
1. Availability to serve in the stated position, in terms of days after award;
2. Intention to serve for a stated term of the service; and
3. Agreement to the compensation levels which corresponds to the levels set forth in the cost proposal.

Note: USAID neither requests nor desires exclusivity agreements between contractors and proposed personnel.

Annex 5  Past Performance Information
A. The Offeror (including all partners of a joint venture) must provide performance information for itself and each major subcontractor (one whose proposed cost exceeds 25% of the Offeror’s total proposed cost) in accordance with the following:

1. List in an annex to the technical proposal up to five (5) of the most recent (active or ended no more than 3 years ago) and relevant contracts/agreements for efforts similar to the work in the subject proposal for the Offeror and up to (3) three for each major subcontractor using the template provided in Attachment 3. The most relevant indicators of performance are contracts of similar scope, size, geographic coverage and/or complexity.
2. For all contracts listed above that are not in CPARS, provide a list of contact names, job titles, mailing addresses, phone numbers, email addresses, explanation of relevance to the proposed acquisition and a description of the performance to include:

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

Note: USAID recommends that the Offeror alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when USAID requests it.

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

C. Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work. This information may be included in an annex and is not included in the page limitation.

D. Performance in using Small Business (SB) Concerns (as defined in FAR 19.001)

1. This Paragraph (D) is not applicable to offers from small business concerns.

2. As part of the evaluation of performance in Section M of this solicitation, USAID will evaluate the extent the Offeror used and promoted the use of SB concerns under current and prior contracts. The evaluation will assess the extent SB concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work SB concerns performed, and compliance with your SB subcontracting plan or other similar SB 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 SB 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 a list of contracts over the past 3 years for which you submitted subcontract reports to eSRS (FAR 52.219-9(d)(10)) and a copy of up to 10 similarly recent subcontracting reports if they were not submitted to eSRS.

(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 email address for each.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

STANDARD FORM (SF-33)

The Offeror must submit the cover page (Section A) of this request for cost proposal [Standard Form (SF) 33, “Solicitation, Offer, and Award”], with blocks 12 through 18 completed, with an original signature of a person authorized on behalf of the Offeror to sign the offer.

PROPOSED COST/PRICE

Offerors are requested to present cost/price information in response to the RFP. The total estimated cost (TEC) for this contract is estimated to be $18 - $20 million. Offeror must submit a cost-plus-fixed fee type (completion form) summary and detailed budget for the accomplishment of the interventions required to implement the activities in the PWS for all five (5) years of performance. The Offeror must include in the budget all anticipated costs for branding and marking and environmental compliance. While there is no limit on the number of pages of the cost proposal, the Offeror should provide ONE excel file. Proposed subs may be submitted on separate tabs with formulas and totals linked to the detailed budget. Offerors must propose costs that they believe are realistic and reasonable for the work in accordance with the PWS and the technical approach and staffing plan proposed. The cost and pricing proposal will be evaluated as part of the best value determination for the contract.

Offerors must provide a budget narrative justifying the rates for each cost category proposed with supporting information such as historical biodata forms used, Defense Contract Audit Agency (DCAA) forward pricing agreements, other federal Contract rates, market research support, and payroll records. Narratives for the individual cost items must provide a discussion of any estimated escalation rates where applicable. Estimated costs proposed to exceed ceilings imposed by USAID or Federal procurement policy must be fully explained and justified. Any assumptions should be clearly stated. 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.

The guidance/format below is provided for the use of Offerors in developing these documents.

1. Direct Labor Salary and Wages: FAR 31.205-6, AIDAR 731.205-46 and AIDAR 752.7007 provides for compensation for personal services. Direct labor salary and wages must be proposed in accordance with the Offeror’s personnel policies and must meet the regulatory requirements, and must be allowable, allocable and reasonable. Costs of long-term and short-term personnel must be broken down by person years, months, days or hours. A detailed Level of Effort (LOE) estimate with a separate line item for each proposed individual identifying each individual by name must be provided.

Completed biographical data sheets, Form AID 1420-17 (forms may be obtained at: [http://www.usaid.gov/forms/](http://www.usaid.gov/forms/)), must be provided for all proposed personnel. Bio-data forms must be properly completed, certified and signed by both individual and Offeror in the appropriate spaces with all blocks completed, as appropriate. Salaries of personnel must be reflected on the bio-data form in U.S. dollar equivalent. Proposed rates must be indicated as gross salary.

Proposed individuals, whose salary histories include salaries in currency other than the U.S. dollars, must show the contemporaneous U.S. dollar equivalent. Proposed annual salary escalation must be provided. The escalation for expatriate staff may not exceed 5% per year.

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 must be provided for both international and local staff.

3. Allowances: AIDAR 752.7028 provides for differentials and allowances with further references to Standardized Regulations. Allowances should be broken down by specific type and by person, and should be in accordance with Offeror’s policies and the applicable regulations.

4. 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. Costs of consultants must be broken down by person years, months, days or hours. The Offeror must propose a blended daily consultant rate for each type of consultant and experience level. The blended rate must be proposed for each year of the period of performance. The Offeror must provide a description of the methodology used to determine the blended rate for each consultant.
5. 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. Costs must be broken down by the number of trips, domestic and international, cost per trip, per diem and other related travel costs. Specify the origin and destination, purpose for each proposed trip, duration of travel, and number of individuals traveling. In addition, Offeror must provide a consolidated travel chart (including subcontractor travel). Per diem must be based on the Federal Standardized Travel Regulations for cost estimates.

6. 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 USG property to Contractors, Contractors’ use and management of USG property, and reporting, redistributing, and disposing of Contractor inventory. Costs must be broken down by types and units, and include an analysis that it is more advantageous to purchase than lease.

7. 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. The cost and pricing proposal must describe all potential subcontracting arrangements. Information sufficient to determine the reasonableness of the cost of each specific subcontract expected to be hired must be included. Similar information must be provided for all consultants provided under the category for personnel. Cost element breakdowns should include the same budget items as the prime as applicable.

8. Other direct costs: FAR 31.202 provides for the allowability of direct costs. Costs will be broken down by types and units. Specific information regarding the type of communication cost at issue (i.e. mail, telephone, cellular phones, internet etc.) must be included in order to allow an assessment of the realism and reasonableness of these types of costs. This can also include report preparation costs, passports and visas fees, medical exams and inoculations, insurance (other than insurance included in the Offeror’s fringe benefits), as well as any other miscellaneous costs. The narrative must include a breakdown and support for all other direct costs.

9. Indirect Costs (e.g., overhead, G&A, material & handling): FAR 31.203 and FAR 42.700 provides instructions for those remaining costs (indirect) that are to be allocated to intermediate or two or more final cost objectives. Indirect costs and bases are 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 and pools as method of determining the rates and description of costs. The offerors are also requested to include the ceiling indirect cost rates in the format presented in Section B.9.

The prime and all major subcontractors may propose lower overhead rates than their established NICRA and sign the letter found in ADS 300, Mandatory Reference for Best Practices Guide for Indirect Costing. Indirect rates proposed cannot be higher than the rates established in their NICRA. Please read further instruction below if your organization does not have a NICRA.
(i) The Offeror and each major subcontractor must include a complete copy of its most current NICRA or other documentation from its cognizant Government Audit Agency, if any, stating the most recent provisional indirect cost rates. The proposal must also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.

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

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

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

10. Fixed fee (if any): 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. Propose fee with rationale supported by application of the profit-analysis factors.

EXEMPTIONS FOR SMALL BUSINESS OFFERORS ONLY

All the above instructions apply to small business Offerors. However, if the small business Offeror does not have a NICRA, the proposal must include either Audited Financial Statements or Reviewed Financial Statements as defined below:

1. Audited Financial Statements provide the auditor’s opinion that the financial statements are presented fairly, in all material respects, in conformity with the applicable financial reporting framework. In an audit, the auditor is required by auditing standards generally accepted in the United States of America (GAAS) to obtain an understanding of the entity’s internal control and assess fraud risk. The auditor also corroborates the amounts and disclosures included in the financial statements by obtaining audit evidence through inquiry, physical inspection, observation, third-party confirmations, examination, analytical procedures and other procedures. The auditor issues a report that states that the audit was conducted in accordance with GAAS, the financial statements are the responsibility of management, provides an opinion that the financial statements present fairly in all material respects the financial position of the company and the results of operations in conformity with the applicable financial reporting framework (or issues a qualified opinion if the financial statements are not in conformity with the applicable financial reporting framework).
financial reporting framework. The auditor may also issue a disclaimer of opinion or an adverse opinion if appropriate).

2. Reviewed Financial Statements provide a certified CPA accountant’s (referred to as “Accountant” or “CPA” herein) review; the accountant is not aware of any material modifications that should be made to the financial statements for the statements to be in conformity with the applicable federal financial reporting framework. During a review engagement, the Accountant obtains limited assurance that there are no material modifications that should be made to the financial statements. Therefore, the objective of a review of the financial statements is to obtain limited assurance that there are no material modifications that should be made to the financial statements. A review does not include obtaining an understanding of the entity’s internal control; assessing fraud risk; testing accounting records; or other procedures ordinarily performed in an audit. The CPA issues a report stating the review was performed in accordance with Statements on Standards for accounting and Review Services; that management is responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework and for designing, implementing and maintaining internal control relevant to the preparation.

The proposal must not include compiled financial statements. Compiled financial statements will not be accepted because the Accountant does not obtain or provide any assurance that there are no material modifications that should be made to the financial statements. That is, there is no assurance that the organization is misrepresenting costs on compiled financial statements which puts the agency at risk. The objective of compiled financial statements is to assist management in presenting financial information in the form of financial statements without undertaking to provide any assurance that there are no material modifications that should be made to the financial statements.

If the small business Offeror receives an award based on the submission of Reviewed Financial Statements, within six months after the end of the small business Offeror’s fiscal year, they must submit an adequate final incurred cost proposal to the to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years in accordance with the Allowable Cost and Payment Clause FAR 52.216-7. The receipt of an adequate proposal by the audit office starts the audit process. This audit will establish the final indirect cost rate(s) for the audited year.

Provisional rates will be updated as needed based on current information. USAID auditors will work with the small business to issue a NICRA establishing the proposed provisional indirect cost rates after award based upon acceptable information submitted above.

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERS
Offerors and all proposed subcontractors must ensure they are registered in the System for Award Management (SAM) (www.sam.gov) per FAR part 4.

The Offeror and each proposed subcontractor must complete Section K, “Representations, Certifications, and Other Statements of Offerors”.

The submission of these items in accordance with these instructions will, if the USG accepts the offer, contractually bind the USG and the successful Offeror to the terms and conditions of the prospective Contract (i.e., sections A through K). The USG advises prospective Offerors to read the terms and conditions of the prospective Contract carefully and to refer any questions of interpretation to the individuals listed in Section L.4 of the solicitation in writing.

POLICIES AND PROCEDURES

If the Offeror does not have prior Federal contracting experience submit a copy of its personnel policies, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc.

INFORMATION CONCERNING WORK-DAY, WORK-WEEK, AND PAID ABSENCES

The Offeror must include the following information for their own and all proposed Subcontractors:

- State the number of hours and days in its normal workday and workweek, both domestically and overseas, for employees and consultants.
- State specifically how paid absences (U.S. holidays, local holidays, vacation and sick) will be reimbursed under this contract.

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

The workday and workweek policies and the method of accounting for paid absences for the Offeror and subcontractors in effect at time of award will remain in force throughout the period of the award.

JOINT VENTURE INFORMATION

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

EVIDENCE OF RESPONSIBILITY

The Prime Contractor and subcontractor(s) must submit sufficient evidence of responsibility for the Contracting Officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. To be determined responsible, a prospective contractor must address FAR 9.104. If the Offeror fails to submit sufficient evidence for the Contracting Officer to make a determination of responsibility, then the Contracting Officer may make a determination of non-responsibility and the Offeror may be precluded from being awarded a contract. However, in the case of a small business Offeror, the Contracting Officer will comply with FAR 19.6.

CONSENT TO SUBCONTRACTORS

The Offeror must address and include in the proposal each of the elements in FAR 44.202-2 in order for all proposed subcontractors to be considered should the CO determine that it is in the best interest of the USG to provide consent to subcontract at the time of award.

LEGISLATIVE REPORTING INFORMATION

Provide the following information in a separate page; this information will be used for Congressional reporting if your organization is selected:

- The Offeror’s name and address (street, city, state, zip code). In the case of commodity awards, please indicate the place or places of U.S. production if known.
- The Offeror’s contact name and telephone number.
- The following subcontract information (if applicable):
  (a) the total value of anticipated subcontracting included in the total estimated cost or price; and
  (b) for each anticipated subcontract of $100,000 or more to a U.S. organization, please provide:
    (1) the name and address of the subcontractor;
    (2) the name and/or U.S. telephone number of the subcontractor contact, if known;
    (3) a brief description of the services or commodities to be provided;
(4) the estimated cost or price; and
(5) the period of the subcontract.

[END OF SECTION L]
SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

(a) USAID intends to award a Contract without discussions with Offerors in accordance with FAR 52.215-1. However, discussions may be conducted at the Contracting Officer’s discretion.

(b) USAID will evaluate Offerors in accordance with Section M of this RFP and make an award to the responsible Offeror whose proposal represents the best value to the USG. “Best value” is defined as the offer that results in the most advantageous solution for the USG, in consideration of technical, cost, and other factors using the trade-off process per FAR 15.101-1.

(c) The submitted technical information will be scored by a technical evaluation committee using the criteria shown below. When evaluating the competing offers, USAID will consider the written qualifications/capability information provided by the Offerors, and any other information obtained by USAID through its own research.

(d) In accordance with FAR 15.304(e), all evaluation factors other than cost or price when combined are significantly more important than cost or price factors.

M.2 TECHNICAL EVALUATION CRITERIA

The relative importance of the criteria listed below is as follows:

- “Technical Approach” is more important than “Key Personnel and staffing plan.”
- “Key Personnel and staffing plan” is more important than “Management Approach.”
- “Management Approach” has the same importance as “Contractor Past Performance.”

M.2.1 TECHNICAL APPROACH

The extent to which the proposed technical approach convincingly demonstrates the technical requirements and an ability to achieve the desired development outcomes of the Statement of Objectives (SOO).

M.2.2 KEY PERSONNEL AND STAFFING PLAN

The extent to which the proposed key personnel and staffing plan convincingly demonstrate the Offeror’s ability to implement its Performance Work Statement.

M.2.3 MANAGEMENT APPROACH

The extent to which the proposed management approach convincingly demonstrates the offeror’s ability to achieve project results, including the appropriateness of the draft Year 1 Work Plan and the comprehensiveness and thoroughness of the draft Activity Monitoring, Evaluation, and Learning (MEL) Plan.
M.2.4 CONTRACTOR PAST PERFORMANCE

(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 past performance information and solicit additional information from the references provided in accordance with Section L.6 of this RFP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an Offeror’s performance;

(b) Adverse past performance information to which the Offeror previously has not had an opportunity to respond will be addressed in accordance with the policies and procedures set forth in FAR 15.3;

(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 past performance information determined to be relevant will be evaluated in accordance with the elements below (the sub-criteria below are of equal importance):

1. Technical, including quality of product or service and consistency in meeting goals and targets;
2. Cost control, including forecasting costs as well as accuracy in financial reporting;
3. Schedule, including the timeliness against the completion of the contract, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance);
4. Management or business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the contractor’s history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements;
5. Management of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified; and
6. For prime Offerors who are not small business concerns, their utilization of small and disadvantaged business concerns as subcontractors, including efforts in achieving small business participation goals.

(e) An Offeror’s performance will not be evaluated favorably or unfavorably when:

1. The Offeror lacks relevant performance history;
2. Information on performance is not available, or
(3) The Offeror is a member of a class of Offerors where there is provision not to rate the class against a sub-factor.

When this occurs, an Offeror lacking relevant performance history is assigned a “neutral” rating.

Prior to assigning a “neutral” past performance rating, the CO may take into account a broad range of information related to an Offeror’s performance.

M.3. COST PROPOSAL EVALUATION

Cost/Price Evaluation will be performed on the costs/price proposed in the cost proposal. The proposed cost/price will be evaluated for realism and reasonableness.

Cost realism is an assessment of accuracy with which proposed costs represent the most probable cost of performance. Cost realism evaluation will be performed as part of the evaluation process:

(a) To assess and verify the Offeror’s understandings of the requirements;
(b) To assess the degree to which the cost/price proposal accurately reflects the Offerors understanding of the TO 1 Statement of Work, as well as the risk that the Offeror will provide the supplies or services for the offered prices/cost; and
(c) To assess the degree to which the cost included in the cost/price proposal accurately represents the Offeror’s unique technical approach to implement TO 1.

In evaluating the Offeror’s Cost Proposal, the Government will estimate the overall cost to the Government, including fee, which in the Government’s judgment will result from the Offeror’s performance of the Contract. In making this determination, if the proposed cost is considered to be unrealistic, the Offeror’s proposed cost, including proposed fee, will be adjusted upward or downward to reflect more realistic costs. Therefore, the evaluated cost, including fee, will be used in making a selection decision. Unrealistic cost proposals may result in a re-evaluation and concurrent rescoring of Technical Proposals. Such re-evaluation based on cost or realistic cost analysis could negatively impact the technical rating and overall rating of the proposal.

M.4 DETERMINATION OF COMPETITIVE RANGE

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

(b) Offerors are advised that, in accordance with FAR 52.215-1, if the contracting officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting
officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.5  SOURCE SELECTION

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

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

M.6  CONTRACTING WITH SMALL BUSINESS CONCERNS

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

[END OF SECTION M]