SUBJECT: Request for Proposal No. SOL-663-16-000002 - Feed the Future Ethiopia Value Chain Activity

Dear Prospective Offerors:

The United States Government, represented by the U.S. Agency for International Development (USAID) Mission in Ethiopia, is seeking proposals from qualified organizations interested in providing the services described in the attached solicitation. This procurement is being conducted through full and open competition for which the procedures set forth in FAR Part 15 will apply. Any type of organization (large or small commercial [for profit] firms, educational institutions, faith based and community organizations and non-profit organizations) which meets the terms and conditions of the Solicitation is eligible to compete. In support of the Agency’s interest in expanding the number and sustainability of development partners, USAID encourages proposals from potential new partners. The geographic code for this Solicitation is 935 and the NAICS code is 541990.

USAID/Ethiopia contemplates award of one Cost-Plus-Fixed-Fee (CPFF) completion type Contract to cover a five year period of performance. The total estimated cost for the contract is in the range of $60,000,000 to $65,000,000. The purpose of providing an estimated cost range for the contract is to help Offerors develop their proposals around the government estimate and does not mean that Offerors should not attempt to provide the lowest possible cost commensurate with their technical approach. The Offeror must propose costs that it believes are realistic and reasonable for the work to be done. Cost proposals will be evaluated as part of a Best-Value determination for contract award, including cost effective approaches to achieve the results. Issuance of a contract is subject to availability of funds and successful negotiation of contract terms with the successful Offeror.

The RFP addresses all of the specifics associated with this requirement. Offerors are encouraged to read the entire solicitation. Special attention should be paid to Section L “Instructions to Offerors” and Section M “Evaluation Factors for the RFP”.

USAID encourages the participation of small business concerns, small disadvantaged business concerns and women-owned small business concerns in this activity as prime contractor, or as subcontractors.

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

USAID will hold a conference to address questions received from potential Offerors for relevant clarifications and provide answers to the questions received. The conference will be held on February 26, 2016 at Elilily International Hotel located at Kazanchis, Kirkos Sub City from 9 a. m to 4:30 p.m. Potential offerors must confirm attendance by sending email to Ms. Wubet Zeleke at wzeleke@usaid.gov. If substantive questions are received which affect the response to the solicitation, or if changes are made to the closing date and time, as well as other aspects of the RFP after the solicitation conference, this solicitation will be amended accordingly. Any amendments to this solicitation will be issued and posted on the Federal Business Opportunities (FedBizOpps)
website (http://www.fedbizopps.gov). It is the Offeror’s responsibility to check this site periodically for official updates and amendments to the solicitation.

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

The primary point of contract for this RFP is Ms. Wubet Zeleke, Acquisition and Assistance Management Specialist. Any questions related to this RFP must be submitted by email to wzeleke@usaid.gov with a copy to caddis@usaid.gov by the due date indicated at the top of the Cover Letter of this RFP. Any information given to a prospective offeror concerning this RFP will be furnished to all offerors as an amendment to the solicitation.

Proposals in response to this RFP are due by electronic mail to wzeleke@usaid.gov with a copy to caddis@usaid.gov by the due date indicated at the top of the Cover Letter of this RFP.

This solicitation in no way obligates USAID to award a contract, nor does it commit USAID to pay any cost incurred in the preparation and submission of the proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government.

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

Sincerely,

Anthony E. Amerson
Contracting Officer
Office of Acquisition and Assistance
**PART I - THE SCHEDULE**

**10. FOR INFORMATION CALL:**

| A. NAME | Wubet Zeleke |
| B. TELEPHONE (NO COLLECT CALLS) |  | |
| C. E-MAIL ADDRESS | WZELEKE@usaid.gov |

**11. TABLE OF CONTENTS**

<table>
<thead>
<tr>
<th>(X)</th>
<th>SEC.</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A</td>
<td>SOLICITATION/CONTRACT FORM</td>
</tr>
<tr>
<td>2</td>
<td>B</td>
<td>SUPPLIES OR SERVICES AND PRICES/COSTS</td>
</tr>
<tr>
<td>3</td>
<td>C</td>
<td>DESCRIPTION/SPEC./WORK STATEMENT</td>
</tr>
<tr>
<td>4</td>
<td>D</td>
<td>PACKAGING AND MARKING</td>
</tr>
<tr>
<td>5</td>
<td>E</td>
<td>INSPECTION AND ACCEPTANCE</td>
</tr>
<tr>
<td>6</td>
<td>F</td>
<td>DELIVERIES OR PERFORMANCE</td>
</tr>
<tr>
<td>7</td>
<td>G</td>
<td>CONTRACT ADMINISTRATION DATA</td>
</tr>
<tr>
<td>8</td>
<td>H</td>
<td>SPECIAL CONTRACT REQUIREMENTS</td>
</tr>
</tbody>
</table>

**PART II - CONTRACT CLAUSES**

<table>
<thead>
<tr>
<th>(X)</th>
<th>SEC.</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>I</td>
<td>CONTRACT CLAUSES</td>
</tr>
<tr>
<td>10</td>
<td>J</td>
<td>LIST OF ATTACHMENTS</td>
</tr>
<tr>
<td>11</td>
<td>K</td>
<td>REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS</td>
</tr>
<tr>
<td>12</td>
<td>L</td>
<td>INSTRS., CONDS., AND NOTICES TO OFFERORS</td>
</tr>
<tr>
<td>13</td>
<td>M</td>
<td>EVALUATION FACTORS FOR AWARD</td>
</tr>
</tbody>
</table>

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.**

<table>
<thead>
<tr>
<th>(X)</th>
<th>SEC.</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>O</td>
<td>AMENDMENT NO. 02</td>
</tr>
</tbody>
</table>

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

<table>
<thead>
<tr>
<th>(X)</th>
<th>SEC.</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>P</td>
<td>CONSENT OR WAIVER OF PROTEST</td>
</tr>
</tbody>
</table>

**OTHER STATEMENTS OF OFFERORS**

- **SIGNATURE:**
  - **DATE:** 04/08/2016
  - **AMENDMENT NO:** 02
  - **OFFER DATE:** 04/08/2016

**DISCOUNT FOR PROMPT PAYMENT**

<table>
<thead>
<tr>
<th>16</th>
<th>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>CODE</td>
</tr>
<tr>
<td>18</td>
<td>AREA CODE</td>
</tr>
<tr>
<td>19</td>
<td>TELEPHONE NUMBER</td>
</tr>
<tr>
<td>20</td>
<td>CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE</td>
</tr>
</tbody>
</table>

**AMENDMENT NO. 02**

<table>
<thead>
<tr>
<th>AMENDMENT NO.</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>02</td>
<td>04/08/2016</td>
</tr>
</tbody>
</table>

**PAYMENT WILL BE MADE BY**

<table>
<thead>
<tr>
<th>CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
</tr>
</tbody>
</table>

**AWARD**

- **DATE:** 04/08/2016
- **AMENDMENT NO.** 02
- **OFFER DATE:** 04/08/2016

**AUTHORIZED FOR LOCAL REPRODUCTION**

Addis Ababa P.O.Box 1014 Entoto Street Office of Acquisition & Assistance USAID Ethiopia

**STANDARD FORM 33 (Rev. 9-87)**

Prescribed by GSA - FAR (48 CFR) 53.214(c)

**IMPORRTANT:** Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
List of Acronyms

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACC</td>
<td>Agricultural Commercial Cluster</td>
</tr>
<tr>
<td>AGP</td>
<td>Agricultural Growth Program</td>
</tr>
<tr>
<td>AGP-AMDe</td>
<td>AGP-Agriculture Markets Development Activity</td>
</tr>
<tr>
<td>AGP-LMD</td>
<td>AGP- Livestock Markets Development Activity</td>
</tr>
<tr>
<td>AKLDP</td>
<td>Agriculture Knowledge, Learning, Documentation and Policy Activity</td>
</tr>
<tr>
<td>AMSAP</td>
<td>Advanced Maize Seed Adoption Program</td>
</tr>
<tr>
<td>ATA</td>
<td>Agricultural Transformation Agency</td>
</tr>
<tr>
<td>RFS</td>
<td>Bureau of Food Security</td>
</tr>
<tr>
<td>CAADP</td>
<td>Comprehensive Africa Agriculture Development Program</td>
</tr>
<tr>
<td>CBSP</td>
<td>Community-Based Seed Producers</td>
</tr>
<tr>
<td>CDCS</td>
<td>Country Development Cooperation Strategy</td>
</tr>
<tr>
<td>CFSC</td>
<td>Commercial Farm Service Center</td>
</tr>
<tr>
<td>CIAFS</td>
<td>Capacity to Improve Agriculture and Food Security Activity</td>
</tr>
<tr>
<td>CIG</td>
<td>Common Interest Group</td>
</tr>
<tr>
<td>CLA</td>
<td>Collaboration, Learning and Adaptation</td>
</tr>
<tr>
<td>CO</td>
<td>Contracting Officer</td>
</tr>
<tr>
<td>COR</td>
<td>Contracting Officer Representative</td>
</tr>
<tr>
<td>CPFF</td>
<td>Cost Plus Fixed Fee</td>
</tr>
<tr>
<td>CRGE</td>
<td>Climate Resilient Green Economy</td>
</tr>
<tr>
<td>DCA</td>
<td>Development Credit Authority</td>
</tr>
<tr>
<td>DO</td>
<td>Development Objective</td>
</tr>
<tr>
<td>ENGINE</td>
<td>Empowering New Generations to Improve Nutrition &amp; Economic Opportunities</td>
</tr>
<tr>
<td>FAO</td>
<td>Food and Agricultural Organization</td>
</tr>
<tr>
<td>FCU</td>
<td>Farmer Cooperative Union</td>
</tr>
<tr>
<td>FI</td>
<td>Financial Institutions</td>
</tr>
<tr>
<td>GRAD</td>
<td>Graduation with Resilience to Achieve Sustainable Development</td>
</tr>
<tr>
<td>GoE</td>
<td>Government of Ethiopia</td>
</tr>
<tr>
<td>GTP</td>
<td>Growth and Transformation Plan</td>
</tr>
<tr>
<td>HABP</td>
<td>Household Asset Building Program</td>
</tr>
<tr>
<td>ICT</td>
<td>Information Communication Technology</td>
</tr>
<tr>
<td>IEE</td>
<td>Initial Environmental Examination</td>
</tr>
<tr>
<td>IR</td>
<td>Intermediate Result</td>
</tr>
<tr>
<td>MDG</td>
<td>Millennium Development Goal</td>
</tr>
<tr>
<td>MoA</td>
<td>Ministry of Agriculture</td>
</tr>
<tr>
<td>MFI</td>
<td>Microfinance Institution</td>
</tr>
<tr>
<td>MSME</td>
<td>Micro-, Small and Medium Enterprise</td>
</tr>
<tr>
<td>MSP</td>
<td>Multi-Stakeholder Platform</td>
</tr>
<tr>
<td>M&amp;E</td>
<td>Monitoring and Evaluation</td>
</tr>
<tr>
<td>NGO</td>
<td>Non-Governmental Organization</td>
</tr>
<tr>
<td>NFE</td>
<td>Non-Farm Enterprise</td>
</tr>
<tr>
<td>PAD</td>
<td>Project Appraisal Document</td>
</tr>
<tr>
<td>PC</td>
<td>Primary Cooperative</td>
</tr>
<tr>
<td>PH</td>
<td>Post Harvest</td>
</tr>
<tr>
<td>PMP</td>
<td>Performance Monitoring Plan</td>
</tr>
<tr>
<td>PSNP</td>
<td>Productive Safety Net Program</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>RCT</td>
<td>Randomized Control Design</td>
</tr>
<tr>
<td>SACC0</td>
<td>Savings and Credit Cooperative Association</td>
</tr>
<tr>
<td>Acronym</td>
<td>Full Form</td>
</tr>
<tr>
<td>---------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>SME</td>
<td>Small and Medium Enterprise</td>
</tr>
<tr>
<td>SNNPR</td>
<td>Southern Nationals, Nationalities and Peoples Region</td>
</tr>
<tr>
<td>SPS</td>
<td>Sanitary and Phytosanitary Standards</td>
</tr>
<tr>
<td>STTA</td>
<td>Short Term Technical Assistance</td>
</tr>
<tr>
<td>USAID</td>
<td>United States Agency for International Development</td>
</tr>
<tr>
<td>VESA</td>
<td>Village Economic and Social Association</td>
</tr>
<tr>
<td>VSLA</td>
<td>Village Savings and Loan Association</td>
</tr>
<tr>
<td>WASH</td>
<td>Water Supply, Sanitation, and Hygiene</td>
</tr>
<tr>
<td>WEAI</td>
<td>Women’s Empowerment in Agriculture Index</td>
</tr>
<tr>
<td>WRS</td>
<td>Warehouse Receipt System</td>
</tr>
<tr>
<td>ZOI</td>
<td>Zone of Influence</td>
</tr>
</tbody>
</table>
PART I - THE SCHEDULE:
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE
The purpose of this contract is to provide services as described in the Statement of Work outlined in Section C for implementation of USAID’s Feed the Future Ethiopia-Value Chain Activity. The purpose of the activity is to improve the performance of the agricultural sector in conformity with Component Four of the Agricultural Growth Program (AGP-II) in Ethiopia.

B.2 CONTRACT TYPE
The U.S. Government contemplates award of a Cost-Plus-Fixed-Fee (CPFF) completion type contract resulting from this solicitation. For the consideration set forth below, the Contractor will provide the deliverables or outputs described in Section F in accordance with the performance standards specified in Section F of this RFP.

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, is ___. The fixed fee is __________. The total estimated cost plus fixed fee is _____.

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

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

B.4 BUDGET

<table>
<thead>
<tr>
<th>Cost Elements</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grants Under Contracts</td>
<td>250,000</td>
<td>1,500,000</td>
<td>2,000,000</td>
<td>2,500,000</td>
<td>1,000,000</td>
<td>7,250,000</td>
</tr>
<tr>
<td>Other Direct Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indirect Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Costs before Profit/Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fee/Profit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Est. Cost + Fixed Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The contractor will not be paid any sum in excess of the total estimated cost plus fixed fee.

B.5 INDIRECT COSTS
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>
</tr>
</thead>
</table>

USAID/Ethiopia | RFP# SOL-663-16-000002 | 5
1/Base of Application:
Type of Rate: Period:
2/Base of Application
Type of Rate: Period:
3/Base of Application:
Type of Rate: Period:

B.6 COST REIMBURSABLE
The U.S. dollar costs allowable 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, and 52.232-20 and 52-232-22 Limitations of Cost and Limitations of Funds, if applicable, and AIDAR 752.7003, Documentation for Payment.

B.7 PAYMENT OF FIXED FEE
Payment of fixed fee will be handled in accordance with FAR 52.216-8. FAR 52.216-8 is incorporated in Section I by reference.

B.8 MULTI-YEAR CONTRACT
This is a multiyear completion term contract that will be funded on annual basis and is considered non-severable as defined in FAR 17.103. Therefore, this contract is subject to the requirements of FAR 17.106. Below is the Contracting Officer set cancellation ceilings for the anticipated contract. Offerors are welcome to propose their own cancellation ceilings for consideration.

Cancellation Ceiling: This is a CPFF Completion type contract where the contractor is authorized to be reimbursed for all costs which are allowable in accordance with FAR 52.216-7, “Allowable Costs and Payment.” Therefore, the contractor will not incur any costs which would have been amortized over the life of the contract should the contract be cancelled in accordance with FAR 52.217-2. Accordingly, the cancellation ceiling for each cancellation date is indicated below:

<table>
<thead>
<tr>
<th>Cancellation Date</th>
<th>Cancellation Ceiling</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Year 2:</td>
<td>Date: September 15, 2017  Amount: $2,041,823</td>
</tr>
<tr>
<td>Contract Year 3:</td>
<td>Date: September 15, 2018  Amount: $1,586,822</td>
</tr>
<tr>
<td>Contract Year 4:</td>
<td>Date: September 15, 2019  Amount: $1,134,110</td>
</tr>
<tr>
<td>Contract Year 5:</td>
<td>Date: September 15 2020  Amount: $ 680,237</td>
</tr>
</tbody>
</table>

[END OF SECTION B]
SECTION C – STATEMENT OF WORK
USAID FEED THE FUTURE ETHIOPIA VALUE CHAIN ACTIVITY

C.1 INTRODUCTION
USAID’s Feed the Future Ethiopia Value Chain Activity is part of the US Government’s Feed the Future Initiative and the Government of Ethiopia’s (GoE’s) Agricultural Growth Program (AGP) II, Component Four: Agriculture Marketing and Value Chains. Under AGP II, the Feed the Future Ethiopia Value Chain Activity will contribute to the GoE’s objective to improve agricultural productivity and the commercialization of smallholder farmers.

C.2 PROBLEM STATEMENT
While production growth rates in Ethiopia in the past decade have been impressive, agriculture remains characterized by subsistence-level production with low input and low output rain fed systems. Increasing productivity in a way that helps smallholders to both produce enough food to meet their own food needs and have surplus to sell in the market is one of the GoE’s main policy goals. Since 90 percent of agricultural production is done by smallholder farmers, linking them to the market for both inputs and sales is imperative.

There are many factors which constrain agriculture in Ethiopia. The agricultural production areas are remote, resulting in high transport costs that limit the competitiveness of value chains. The Food and Agriculture Organization estimates that the majority of Ethiopia’s soil is moderately to severely degraded. Water is also a limiting factor in Ethiopia agriculture. With only six percent of land currently irrigated and average land holdings of less than 0.5 hectares, smallholder farmers’ productivity and livelihood are dependent on highly variable seasonal rains. Many smallholders cannot afford improved inputs. Weak linkages with input and output markets, and inadequate post-harvest, storage, processing and packaging services translate into high losses and/or poor quality products.

In general, agribusinesses and traders are constrained by several major institutional obstacles. The cost and time required to start and manage businesses are often prohibitive. Access to finance is relatively rare and expensive. Access to land, especially for women, is only now becoming favorable to investments. The tax regime on private businesses as opposed to cooperatives creates an uneven playing field and distorts markets. Fortunately, the GoE is committed to improving its policies as well as its own human and institutional capacity to better manage the agricultural enabling environment.

Aside from the physical, capital, and institutional constraints, gender norms also bind agriculture. Women make up over 70 percent of the total agricultural labor force in Ethiopia. Similarly, women smallholders benefit little from the downstream portion of value chain activities such as value-added processing, trade and retail. There is also gender inequality in access to productive resources, particularly land and water resources, agricultural inputs such as improved seed and fertilizer, and training and leadership opportunities. Female farmers face additional constraints due to socio-cultural gender roles, lower levels of literacy and numeracy, limited time and mobility to participate in agricultural development activities, limited access to inputs, credit, and technologies, and social norms that constrict the roles of men and women in agricultural activities.

C.3 STATEMENT OF WORK

C.3.1 Purpose and Sub-purposes
The GoE has identified the improvement of agricultural marketing as one of its principle development goals. The purpose of this activity is to improve the performance of select value
chains in the agricultural sector in conformity with AGP-II which commenced in November, 2015 and will last a period of five years.

The AGP-II components are:

1. Agricultural Support Services
2. Agricultural Research
3. Small Scale Irrigation
4. Agriculture Marketing and Value Chains
5. Project Management, Capacity Building and Monitoring and Evaluation.

The cross-cutting issues include gender, nutrition, and climate smart agriculture.

This activity functions as the principle contributor to Component Four of AGP-II, Agriculture Marketing and Value Chains. The objective of Component Four is to improve productivity while reducing marketing costs and associated business costs, and therefore creating much more effective and competitive value chains. To a lesser extent, the activity will also contribute to Component Five, Project Management, Capacity Building and Monitoring and Evaluation.

Given the tight linkage between this activity and the AGP II, the success of this activity depends on effective collaboration with the Ministry of Agriculture’s AGP II Coordination Unit, all of its regional and local Coordination Units, the Agricultural Transformation Agency (ATA), and the donors who contribute towards AGP-II.

This activity has three sub-purposes:

1. Increase nutrition-sensitive productivity of targeted value chains, inclusive of women and youth;
2. Strengthen inclusive market systems and trade;
3. Improve the enabling environment in support of agricultural transformation

By achieving these three sub-purposes, the activity will improve nutrition and income for smallholder farmers.

C.3.2 Rationale for the Feed the Future Ethiopia Value Chain Activity
Under the GoE’s AGP II, the Feed the Future Ethiopia Value Chain Activity builds on USAID’s contribution to AGP I, including, but not limited to, USAID/Ethiopia’s Feed the Future AGP-Agribusiness and Market Development (AMDe), AGP-Livestock Market Development (LMD), Capacity to Improve Agriculture and Food Security (CIAFS), and Ethiopia Sustainable Agribusiness Incubator (ESAI) activities. AGP-II is designed to increase geographical coverage, consolidate past investments, and meet the emerging challenges of the agricultural sector, especially those related to targeted value chains and market systems.

Similar to USAID’s parallel contribution to AGP I, the Feed the Future Ethiopia Value Chain Activity will not only continue past activities, but also coordinate with, and in many cases, programmatically integrate with ongoing USAID activities including the USAID-ATA Commercial Farm Service Centers, the USAID-DuPont-Pioneer Advanced Maize Seed Adoption Program (AMSAP), the Empowering New Generations with Improved Nutrition and Economic Opportunity (ENGINE) and its follow-on “Growth through Nutrition”, Agriculture Knowledge Learning Documentation and Policy (AKLDP), and USAID’s various Development Credit Authority loan
guarantees. Of paramount importance is the Feed the Future Ethiopia Value Chain Activity’s ability to integrate with the Graduation with Resilience to Achieve Sustainable Development (GRAD) and its successor activity.

C.3.3 Geographic and Commodity Focus

C.3.3.1 Geographic Focus/Woreda Selection

The AGP II program will cover 157 woredas, which includes all of those targeted under AGPI plus an additional 61. The woredas are distributed among the Amhara, Oromia, SNNPR, Tigray, Benshangul-Gumuz, Gambella, Harari regions and Dire Dawa Administrative Council. Expansion into the new regions and Dire Dawa will be on a limited scale, with two woredas in each of Benshangul-Gumuz and Gambella, and one in Harari and Dire Dawa. The GoE’s ACC program will also target select woredas but be distributed across the AGP II regions.

Currently, Feed the Future activities operate in 154 woredas encompassing all of those under AGP-I and select PSNP, pastoralist and milk-shed woredas. Feed the Future activities will continue to support AGP-II and select PSNP, and milk-shed woredas by layering and sequencing interventions across geographic and programmatic activities.

Feed the Future activities under AGP II will complement and build on GoE investments in ACCs. The ACCs supported by ATA promote smallholder commercialization. This activity will serve as a primary means to help them to grow. Consistent with Feed the Future principles, this activity will extend the benefits of the growth generated by ACCs to women and youth by linking ACCs to AGP II Component Four. The activity’s geographic focus will balance AGP II woredas, the ACC clusters and opportunities to layer and leverage investments in other Feed the Future activities working in chronically food insecure areas near AGP II woredas.

C.3.3.2 Commodity/Value Chain Selection

AGP II includes twenty-one value chains. This activity includes five value chains covered in AGP-I and six of the possible 21 AGP-II value chains. USAID/Ethiopia prioritizes the following current value chains: maize, coffee, chickpea, dairy, and livestock (meat and live animals). There is potentially one additional value chain, poultry. Since the poultry value chain is new to the Feed the Future value chain portfolio, it must be subject to a value chain and cost benefit analysis before it can be included in the activity. If the analyses are favorable, and the poultry value chain is included, the interventions will address gaps in nutrition, gender equity, income generation potential, and provide other benefits. Although USAID/Ethiopia intends to limit the number of value chains under its AGP II investments, there are opportunities to exploit the connections and common services between value chains such as feed and fodder, fertilizer, financial services and advisory services.

Identifying value chain opportunities and constraints requires collaboration and coordination with a wide range of AGP II stakeholders, including GoE representatives from the federal, regional, and woreda levels. The stakeholder consultation process is intended to ensure technical and strategic input to inform the value chain interventions, buy-in from the project partners and stakeholders, and a strong working relationship with local partners and stakeholders.

In parallel to the investments made through the Feed the Future Ethiopia Value Chain Activity, USAID intends to provide support to the ATA to focus on three commodities using the ACC approach. These three clusters will prioritize wheat, sesame, and honey to deepen impact in these value chain crops which have already received investment from multiple donors.
C.3.4 Approach
The Feed the Future Ethiopia Value Chain Activity is an inclusive value chain and market systems development activity that integrates nutrition-sensitive interventions, climate smart agriculture, and USAID/Ethiopia’s Push-Pull strategy. Its focus is value chain and market systems development. It stresses inclusive growth (youth, gender and women’s empowerment), improved resiliency and the integration of information communications technology (ICT). Both the direct technical assistance and the Grants under Contract (GUC) for this activity are meant to reduce the risk of stakeholders within the value chains to adjust their own behavior in concert with each other to create or adapt to the modern value chain itself.

C.3.5 Results Framework
The Feed the Future Ethiopia Value Chain Activity results framework has as its purpose: Improve the performance of the agricultural sector. The sub-purposes are:

Sub-purpose 1: Increased nutrition-sensitive productivity of targeted value chains inclusive of women and youth
   1.1 Strengthened and scaled up input supply system’s delivery of affordable, high-quality technologies and services.
   1.2 Expanded use of improved technologies and practices by male and female smallholders, including youth.
   1.3 Increased availability of, access to and consumption of safe, diverse foods.

Sub-purpose 2: Strengthen inclusive market systems and trade
   2.1 Strengthened market access and organization of the market systems.
   2.2 Increased access to financial services.
   2.3 Increased access to non-financial supporting services.
   2.4 Strengthened lead firms, including agribusinesses, agro-processors, and FCUs.
   2.5 Increased trade in domestic, regional and international markets.

Sub-purpose 3: Improve the enabling environment in support of agricultural transformation
   3.1 Strengthened capacity of MoANR and improved cooperation with ATA at federal, regional and local levels for developing, implementing and monitoring policies.
   3.2 Strengthened public and private sector dialogue related to policy review and implementation.
   3.3 Strengthened policies, regulations and laws to support an improved business and investment environment around the selected value chains, particularly through the New Alliance Cooperation Framework.

The activity will contribute to national and Feed the Future goals. As such, it will be measured by appropriate indicators at the mechanism, national, and zone of influence levels for impact level results.

The purpose-level indicator focuses on gross margins. Although subject to a variety of influences which may or may not be directly addressed by this activity, gross margin is a helpful way to measure the extent to which value chains lead to economic benefits for smallholder producers. The baselines established herein are largely derived from indicators used in USAID’s existing activities under AGPI, AMDe and LMD. The targets are selected from AGPI II, Feed the Future norms, and
the experience of USAID programming over the past several years. All of the baseline estimates will be revised upon completion of the baseline study and cost benefit analysis updates to be conducted by the Selected Contractor during the first six months of the contract (see Section F. 5 and F.6). Since poultry is a new value chain, there is no baseline estimate.

<table>
<thead>
<tr>
<th>Indicator Baseline and Target</th>
<th>Annual Target Achievements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicator</td>
<td>Baseline</td>
</tr>
<tr>
<td>Cattle (450)</td>
<td>Cattle (517)</td>
</tr>
<tr>
<td>Sheep (89)</td>
<td>Sheep (102)</td>
</tr>
<tr>
<td>Goats (29)</td>
<td>Goats (33.5)</td>
</tr>
<tr>
<td>Cattle, Sheep, &amp; Goats (USD/live animal)</td>
<td>Dairy (1,161)</td>
</tr>
<tr>
<td>Poultry (N/A)</td>
<td>Poultry (N/A)</td>
</tr>
</tbody>
</table>

Note:
N/A refers to Not Available.

Sub-purpose 1: Increase nutrition-sensitive productivity of targeted value chains inclusive of women and youth

The premise for increasing and sustaining agricultural growth rests on incentives for farmers to efficiently produce a surplus supply that can be sold to markets. Sustained production efficiency is a result of applying technologies and practices that enable smallholder farmers to increase productivity. Farmers are trying to lower their per-unit production costs relative to market prices and to sell their surpluses in the market, while sustainably managing their natural resource base. As a result of this activity, small holder farmers will have increasingly valuable commercial produce to sell while augmenting their access to nutritious food. Most of the value chains are predominantly managed by women or affect the income and nutritional options of female headed households.
The expected result is increased availability of diverse, safe and quality foods in domestic markets. The multi-faceted causes of malnutrition require a multi-dimensional approach. Resources and activities need to be allocated across types of assistance (including agriculture, health, Water Supply, Sanitation and Hygiene (WASH), education, livelihoods, and humanitarian assistance) to mitigate direct and underlying causes of malnutrition.

The indicators for Sub-Purpose One are yield and quantity of nutritious commodity food available in the household. Yield is one of the indicators for the AGP II Program Development Objectives. Yield is particularly important because of its economic implications, particularly for women. Currently, female headed smallholder households are estimated to be 25% less productive by yield than male headed households. The baseline estimates presented here for maize, chickpea, and coffee are derived from baseline data from the MoANR’s Baseline Case Scenario for the Agriculture Sector Growth and Transformation Plan II (2015-2020). The baselines for livestock are derived from the most recent field reports from LMD. The dairy baseline was taken from estimates made by the Bill and Melinda Gates’ Foundation in its Agricultural Development 2020 Goals. The baseline target across all of the value chains is 22 percent growth.¹ The indicator on quantity of nutrient rich value chain foods is a new Feed the Future indicator, as such, there is no available fixed baseline estimate.

<table>
<thead>
<tr>
<th>Indicator Baseline and Target</th>
<th>Annual Target Achievements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicator</td>
<td>Base-line</td>
</tr>
<tr>
<td>Yield (metric tons/per hectare) as a result of USG assistance (disaggregated by sex, new/continuing)</td>
<td>Maize (3.4)</td>
</tr>
<tr>
<td>Coffee (1.05)</td>
<td>Coffee (1.28)</td>
</tr>
<tr>
<td>Chickpea (0.7)</td>
<td>Chickpea (0.85)</td>
</tr>
</tbody>
</table>

Note:
N/A refers to Not Available.

Note: ¹ The 22% target is consistent with those of the World Bank but less than the targets set by the AGP II Project Implementation (Draft, June 2015). Given the divergence, the targets used here will be revisited during the benchmark analysis along with the baseline estimates to ensure that both are realistic, consistent with AGP II and achievable.
<table>
<thead>
<tr>
<th>Yield of Livestock (thousand metric tons) as a result of USG assistance (disaggregated by sex, new/continuing)</th>
<th>Cattle</th>
<th>Sheep</th>
<th>Goats</th>
<th>Poultry</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cattle</td>
<td>(5.4)</td>
<td>(0.79)</td>
<td>(1.4)</td>
<td>(N/A)</td>
</tr>
<tr>
<td>Sheep</td>
<td>(6.6)</td>
<td>(0.97)</td>
<td>(1.7)</td>
<td>(N/A)</td>
</tr>
<tr>
<td>Goats</td>
<td>(5.4)</td>
<td>(0.79)</td>
<td>(1.4)</td>
<td>(N/A)</td>
</tr>
<tr>
<td>Poultry</td>
<td>(1.7)</td>
<td>(N/A)</td>
<td>(N/A)</td>
<td>(N/A)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Yield of milk (liters/animal/day)</th>
<th>Dairy</th>
<th>Dairy</th>
<th>Dairy</th>
<th>Dairy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dairy</td>
<td>(1.69)</td>
<td>(2.06)</td>
<td>(1.69)</td>
<td>(1.88)</td>
</tr>
<tr>
<td>Dairy</td>
<td>(1.69)</td>
<td>(2.06)</td>
<td>(1.77)</td>
<td>(1.98)</td>
</tr>
<tr>
<td>Dairy</td>
<td>(1.69)</td>
<td>(2.06)</td>
<td>(1.88)</td>
<td>(1.98)</td>
</tr>
<tr>
<td>Dairy</td>
<td>(1.69)</td>
<td>(2.06)</td>
<td>(1.77)</td>
<td>(1.98)</td>
</tr>
<tr>
<td>Dairy</td>
<td>(1.69)</td>
<td>(2.06)</td>
<td>(1.88)</td>
<td>(1.98)</td>
</tr>
</tbody>
</table>

1.3.3 (Code: TBD) Total quantity of targeted nutrient-rich value chain commodities produced by direct beneficiaries that is set aside for home consumption with USG assistance

| N/A | N/A | N/A | N/A |

1.1 Output: Strengthened and scaled up input supply system’s delivery of affordable, high-quality technologies and services

The activity supports the AGP II’s objective to ensure producer’s access to sufficient quantity and quality of inputs delivered through efficient distribution channels. There are many ways to enhance technology, administration and business culture. The activity will promote a full range of improved technologies to improve crop and livestock practices. Equally important is the need to strengthen business, entrepreneurial, and financial management skills, especially inventory management and functional literacy/numeracy throughout the value chains. Similarly, input suppliers need to develop a customer-focused business culture.

Value chain strengthening requires cooperation from a large number of stakeholders who have overlapping interests. USAID works with the GoE to assist Common Interest Groups (CIGs), Farmer Cooperative Unions (FCUs), Community Based Seed Producers (CBSPs), Commercial Farm Service Centers, and other private input suppliers. They are all trying to strengthen access to finance, goods and services. The work will help beneficiaries conduct business to produce and/or distribute improved technologies including seeds, machines, tools, and other services. Collaboration with, and leveraging, the ATA’s expertise in these activities will catalyze systemic changes.
The potential for secondary effects of the direct technical assistance creates opportunities. For example, capacity building efforts which include women and youth in small input supply businesses (CIGs, CBSPs), primary cooperatives and other farmer-based organizations, fosters numeracy and literacy while formalizing financial management and entrepreneurial skills. These skills, in turn, serve graduates of the GRAD activity by “pulling” them into professionalized value chain activities such as product development, logistics, operations, management, finance, and information systems and controls.

**Illustrative Activities**
1. Familiarize input suppliers and small holder farmers with new techniques, equipment, and commodities.
2. Facilitate actors along the value chains with better product handling, transportation, inventory management, input and output tracking, client service, financing, pricing, and usage.
3. Find and/or test new ways to promote alternative financing – credit, advances, insurance, warehousing, and vouchering.
4. Establish direct input supply systems where they do not yet exist.
5. Promote direct seed marketing.
6. Support fertilizer blending operations piloted by AGP-AMDe and further scale through private sector investment.
7. Support linkages with Development Credit Authority guarantees as well other financing mechanisms.

**Expected Outcomes**

The expected outcome is increased quality and affordable technologies and services delivered by supply systems to small holders. The indicators place focus attention upon smallholders and their access to input supply value chains. The majority of households in each of the value chains have less than 0.5 hectares and/or small herds. The annual purchases by smallholders will reflect their value chain requirements. The baseline estimate for input purchases were calculated by adding purchases by beneficiaries under the current LMD and AMDe activities. The baseline estimate will be adjusted according to the baseline study. The annual targets allow for slow startup and then nearly linear progress. The baseline estimate for the presence of effective delivery services in the woredas is taken from AGP-II’s goal of extending services, including the Direct Seed Marketing Program, throughout the AGP-II zone. The expected outcomes targets reflect AGP-II goals; Feed the Future guidelines, and USAID/Ethiopia experience and expectations.

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Baseline</th>
<th>Target</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Value of inputs purchased by smallholder farmers, disaggregated by women, men and youth as a result of USG assistance</td>
<td>10.4 M</td>
<td>13.6 M</td>
<td>10.4 M</td>
<td>11.5 M</td>
<td>12.5 M</td>
<td>13.1 M</td>
<td>13.6 M</td>
</tr>
</tbody>
</table>
The number of kableles with input supply systems under AGPI is currently at 1,194. Under AGP-II, the GoE intends to increase the number of woredas and kableles served. These estimates will be revised based upon the baseline analysis (See section F.5 and F.6).

1.2 **Output: Expanded use of improved technologies and practices by male and female smallholders, including youth**

Scaling adoption of technologies and practices that increase the productivity of male and female smallholders is necessary to achieving system-wide changes that improves the competitiveness of the entire value chain. The activity will help farmers invest in productivity-enhancing technology. Fostering relationships between input suppliers and their clients to provide services and other incentives is critical to scaling adoption of technologies.

AGP I promoted a wide range of improved technologies and practices, including hybrid chickpea, which was promoted in partnership with ATA, and maize in the AMSAP partnership with DuPont. In AGP II, these technologies and practices will be brought to scale while identifying other promising technologies. The Direct Seed Marketing program, in which rural agents are authorized by the GoE to sell seeds, will be highlighted. This program was piloted in only a few districts in the last two years and will scale to 100 in 2015/2016.

**Illustrative Activities**

1. Collaborate with ATA and development partner projects to improve seeds, livestock, pest management, and fertilizer application.
2. Expand the Direct Seed Marketing Program in parallel with veterinary services.
3. Collaborate with financial services providers, including rural SACCOs, microfinance institutions (MFIs) and banks to facilitate access to finance for input suppliers.

**Expected Outcomes:**

The outcome of the technical assistance is that the beneficiaries will have adopted and used improved technologies to produce commodities. The indicators focuses on the number of small farmers served under the program. The target reflects the ambitions of AGP-II. Since the activity has not commenced, the baseline is set at zero (0). The annual targets allow for slow startup and then nearly linear progress.
### 4.5.2-5: Number of farmers and others who have applied new technologies or management practices as a result of USG assistance (disaggregated by sex, new/continuing)

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Baseline</th>
<th>Target</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.5.2-5: Number of farmers and others who have applied new technologies or management practices as a result of USG assistance (disaggregated by sex, new/continuing)</td>
<td>0</td>
<td>1.53 M</td>
<td>0</td>
<td>.15 M</td>
<td>.8 M</td>
<td>1.4 M</td>
<td>1.5 M</td>
</tr>
</tbody>
</table>

### 1.3 Output: Increased availability of, access to and consumption of safe, diverse foods.

Aside from improving the inputs to small holder farmers, this activity is designed to improve nutrition of the farmers and their household members. Diversified diets are highly correlated with caloric and protein adequacy, percentage of protein from animal sources (high quality), and household income. Increasing dietary diversity will require increasing the availability of nutritious foods at the household level and in markets. The availability of nutritious foods in market and homes is a consequence of increasing both household agricultural and livestock production and the productivity of value chains.

Producers need more nutritious produce available for their own consumption as well as a surplus to sell at local markets or to value added processors. Simply increasing the availability of products is insufficient to improve the nutritional status of producers’ households. Women need to be empowered to make decisions about how much produce to retain for household consumption as well as for savings and investment.

Given the existence of other donor and USG nutrition-oriented activities, this activity is designed to operate in close collaboration with the Feed the Future’s ENGINE activity (and its follow-on Growth through Nutrition). ENGINE has developed communication-change approaches in Ethiopia and training materials and job aids for agriculture development agents which can be incorporated into this activity. Food-borne illnesses and public health threats such as aflatoxin and other mycotoxins, pesticide residues on foods, bacterial counts, and zoonosis hinder the value chains. They can be mitigated with improved management and handling. Effective control over threats to the food chain such as on-farm post-harvest practices decrease losses and increase viable produce for consumption and/or marketing.

Since smallholder agriculture is often accompanied by non-agricultural or related small cottage industries, non-agricultural activities are important sources of income that can be used to diversify nutritious products for local consumption. Cost-sharing mechanisms to startup small processing businesses, facilitate formulations of products, provide entrepreneurship and business training, and facilitate access to credit and markets for these businesses and small household farmers (particularly women) have all been shown to be effective indirect ways to promote rural household food consumption. As such, this activity is designed to work in tandem with other USAID/ Ethiopia
initiatives, such as the POTENTIAL activity, to train women and youth on the necessary workforce skills.

**Illustrative Activities**

1. Leverage community behavior change communication efforts supported by USAID nutrition activities.
2. Help families improve produce storage and sales techniques to increase the consumption of nutritious foods and products.
3. Support food preparation and processing capacity at household and firm level to increase consumption of nutritious foods.
4. Leverage educational programs to provide basic workforce skills that can be used on and off the farm.

**Expected Outcomes**

The expected outcome is that smallholder households will have increased availability to safe, diverse foods and consume them. The indicators focus on nutrition for children and women. The baseline estimates are derived from recent analyses about dietary diversity. The target (30% improvement) is set using Feed the Future recommendations. The annual targets allow for slow startup and then nearly linear progress.

| Output 1.3: Increased Availability Of, Access To and Consumption Of Safe Diverse Foods | Indicators, Baseline and Performance Targets |
|---|---|---|---|---|---|---|
| Indicator Baseline and Target | Annual Target Achievements |
| Indicator | Baseline | Target | 1 | 2 | 3 | 4 | 5 |
| Percentage of households in the ZOI reporting that children have a minimally acceptable diet (4 food groups). | 4.3% | 5.6% | 4.3% | 4.5% | 4.7% | 5.2% | 5.6% |
| Percentage of households in the ZOI reporting that women have a minimally acceptably diverse diet (4 food groups). | 11.7% | 15.2% | 11.7% | 12.3% | 12.9% | 14.0% | 15.2% |

**Sub-purpose 2: Strengthened inclusive market systems and trade**

Efficient and highly productive farmers need access to equipment and methods to transport their goods to market. AGP II and this activity will scale market value chain models that lead to: 1) a more organized market system for outputs in which transactions are structured, quality standards are embedded, and producers rewarded with price premiums; and 2) actors are linked and act collectively in ways that reduce risks and increase access to supporting services and markets throughout the value chains. A more organized and structured market system will enable the value chain actors to buy in bulk from input and service markets and sell in bulk to output markets, and thus realize economies of scale from aggregation that enable them to better access regional and domestic markets. Since increased trade and value added processing generates higher incomes and savings, producers can reinvest or search for new opportunities. These new investments stimulate greater supplies and opportunities for new product development both on farms and among non-farm
enterprises (NFEs). Finally a more organized market system can facilitate the cooperation and collective action needed for actors to solve industry-wide or systemic problems.

The primary indicator for strengthened value chains is greater sales from output. As such, the indicator to be used here is value of incremental sales (USD in millions) for the direct beneficiaries of the activity. Since it is likely that many of the producers will continue to work with the Selected Contractor, the baseline here is derived from recent reports for AMDe and LMD. The target represents approximately a 22% increase in incremental sales.

<table>
<thead>
<tr>
<th>Indicator Baseline and Target</th>
<th>Annual Target Achievements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicator</td>
<td>Baseline</td>
</tr>
<tr>
<td>Value of incremental sales (USD millions)</td>
<td>Maize (9.78)</td>
</tr>
<tr>
<td></td>
<td>Coffee (15.2)</td>
</tr>
<tr>
<td>Chickpea (1.3)</td>
<td>Chickpea (1.6)</td>
</tr>
<tr>
<td>Cattle (1.47)</td>
<td>Cattle (1.74)</td>
</tr>
<tr>
<td>Sheep (2.94)</td>
<td>Sheep (3.5)</td>
</tr>
<tr>
<td>Goats (6.4)</td>
<td>Goats (7.7)</td>
</tr>
<tr>
<td>Dairy (4.0)</td>
<td>Dairy (4.9)</td>
</tr>
<tr>
<td>Poultry (N/A)</td>
<td>Poultry (N/A)</td>
</tr>
</tbody>
</table>

2.1 Output: Strengthened market access & organization of the market system

Working within existing markets, individuals and SMEs (collectors, processors, transporters, and buyers) search for business models that cost-effectively scale SMEs’ outreach to smallholders, improve supply chain management, lower transportation and transaction costs, and improve the profitability. In collaboration with ATA, individual stakeholders and FCUs will seek business models that decrease smallholder risk for adopting quality standards, improve market access, and improve the profitability of SME lead firms. Some of the most salient needs arising from all of their collected efforts include improved supply-chain and inventory management, procurement planning, business planning and development, financial, and export management.
Given the nature of these cross-cutting business issues and the cross-cutting development issues discussed below, there are opportunities to reduce costs across value chains. The AGP-II and this activity will leverage those opportunities to achieve systemic efficiencies and broaden their impact. For example analyses routinely identify factors that inhibit women’s ability to participate profitably in markets. Although households in which women participate in cooperatives do better than otherwise, female membership rates in cooperatives are very low among female-headed households and even lower among male-headed households. Similarly, households which control the income gained from their own labor tend to do better nutritionally and commercially. Those earnings can be retained, reinvested, used to move to adjacent activities within a value chain, expand other non-agricultural activities, and improve household nutrition. Investments made by more empowered women would actually strengthen the performance of value chains, enabling actors across them to become more effective and profitable.

**Illustrative Activities**

1. Strengthen or introduce contract farming or out grower schemes between buyers and suppliers.
2. Reduce the transaction costs associated with acquiring inputs and delivering goods to market in the value chain.
3. Support and assist smallholder farmers (especially female headed households), cooperatives and other farmer-based organizations about market requirements for quality, quantity and timing, including SPS standards.
4. Create or strengthen regional and market clearance and publication systems using ICT.
5. Map logistic routes for commodities, identifying ways to reduce storage time and spoilage risks.
6. Identify investment opportunities that might support the modernization and extension of the value chains.

**Expected Outcomes**

The expected outcomes are improved access to the market and increased participation by smallholder farmers (especially by women). The two indicators selected here focus on heightened participation by women in cooperatives and one measure of value chain efficiency, post-harvest losses. The baseline measures are derived from recent reports from AMDe and LMD. The second output indicator is female participation in cooperatives. The most recent estimate for female participation in cooperatives is 1.75 million.

The annual targets allow for slow startup and then nearly linear progress.

<table>
<thead>
<tr>
<th>Indicator Baseline and Target</th>
<th>Annual Target Achievements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicator</td>
<td>Baseline</td>
</tr>
<tr>
<td>Post-harvest loss at farm gate (% of harvest).</td>
<td>Maize (9.5%)</td>
</tr>
<tr>
<td></td>
<td>Coffee (3%)</td>
</tr>
<tr>
<td></td>
<td>Chickpea (3%)</td>
</tr>
</tbody>
</table>
2.2 Output: Increased Access to Financial Services

Producers and value chain actors require capital and advisory services to manage their affairs. This activity provides technical assistance to improve access to capital as well as to public and private services which help make decisions about how to allocate it. It treats access to finance and support services individually to emphasize their distinct roles and technical requirements.

Access to both collateralized debt and equity finance is critical to value chain development. Therefore improving the performance of the financial sector and its linkages to agriculture is one of the principle objectives of AGP II. Ethiopia is poised to increase mobile banking and agent banking that could extend financial services to both borrowers and lenders. Under the auspices of AGP-I, the ATA, AMDe, and LMD piloted financial products and information systems for banking, credit, and insurance (both crop and livestock). There are many opportunities to build on their efforts. For example, a combination of cost-share, loan, and grants might reduce small holder farmers’ risk of post-harvest losses while improving the return on investments in warehousing, processing, packaging, transportation, and retail. USAID’s Development Credit Authority (DCA) guarantees can be used to builds on financial access models currently working in East Africa as well.

Illustrative Activities

1. Collaborate with donors and financial institutions to invest in techniques and equipment that reduce post-harvest loss, improve packaging, and promote food safety.
2. Experiment with retailers as they develop rapid farm-to-shelf delivery systems.
3. Scale up financial products that have already been piloted in Ethiopia.
4. Align new financial service product development with input supply scale up activities.

Expected Outcomes

The expected outcome is that smallholders have easier and more affordable access to finance. The indicators match the value of new private investment, loans, and the adoption of improved technologies and techniques by value chain actors. The baseline estimate for the value of private investment is set at zero to emphasize the focus on the activity. While the AGP-II target for investments is $280 million, the target included here is the sum of the average investments that might be expected based on recent history for the value chains served by AMDe and LMD. It does not include the potential for investments stemming from other value chain activities undertaken by the ATA on wheat, sesame, and honey. The annual targets allow for slow startup and then nearly linear progress. The baselines and targets will be reconsidered upon completion of the baseline.

<table>
<thead>
<tr>
<th>Indicator Baseline and Target</th>
<th>Annual Target Achievements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output 2.2. Increased Access To Financial and Other Supporting Services</td>
<td></td>
</tr>
</tbody>
</table>
2.3. Output: Increased Access to Non-Financial Supporting Services

Markets for advisory and business services (e.g., post-harvest, processing, transport, and business development services) can help small holder farmers who reside farther away from schools and roads while building up each segment of the value chain.

Services to stem post-harvest losses are important because they affect incremental sales, amount of food for consumption in the household and gross margins. Constraints include inadequate storage, poor quality at the farm gate, and limited awareness of failure to adhere to health and other quality standards and procedures (such as testing for mycotoxins). Service providers typically lack sufficient equipment for processing and testing for quality. Collaboration with the public extension service could facilitate the dissemination of information and strengthen the effectiveness of the service itself.

Domestic and international trade is constrained by the lack of routine product safety standards, equipment, and practices. Piloted contract arrangements between producers and processors that provide access to improved inputs have proven successful across commodities chains. Given the success of AGPII, there are many opportunities to scale and improve methods. Stakeholders agree that a comprehensive approach to improving the quality of processing, storage, packaging, transport, cold chain storage, and wholesale services must involve both the private and public sectors. Producers need threshing, grading, weighing, and packaging equipment. Some of the more promising opportunities for innovation include dairy processing, fortification and blending with high protein commodities to improve nutrition and increase supplies to domestic and international markets. USAID’s Innovation Labs may offer expertise and new opportunities for improving supporting services.

Illustrative Activities

1. Sponsor innovation fairs’ that offer advisory services and technologies to improve quality and quantity of products to meet market requirements.
2. Develop innovative business models to extended outreach and affordability of services for small holders, especially women and youth.
3. Provide value chain specific practices and references designed to increase the adoption, use and enforcement of product safety standards.
4. Support ICT systems and services that increase product quality and traceability.

Expected Outcomes

The expected outcome is that smallholders and other value chain stakeholders used non-financial business support services to improve their own business operations. The indicator is focused on the

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Baseline</th>
<th>Target</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.5.2-38: Value of new private sector investment in the agriculture sector or food chain leveraged by FTF implementation ($ US millions)</td>
<td>0 M</td>
<td>125 M</td>
<td>0 M</td>
<td>25 M</td>
<td>50 M</td>
<td>90 M</td>
<td>125 M</td>
</tr>
<tr>
<td>4.5.2-29: Value of Agricultural and Rural Loans ($ US millions)</td>
<td>0 M</td>
<td>5.9 M</td>
<td>0</td>
<td>4.1 M</td>
<td>4.4 M</td>
<td>5 M</td>
<td>5.9 M</td>
</tr>
</tbody>
</table>
creation or strengthening of associations or groups that deliver advisory services, many of which could be introduced beyond the geographical areas where similar groups were established in AGPI. The baseline is set at zero since performance will be focused on the activity itself. The annual targets allow for slow startup and then nearly linear progress.

### Output 2.3: Increased Access to Non-Financial Supporting Services

<table>
<thead>
<tr>
<th>Indicator Baseline and Target</th>
<th>Annual Target Achievements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicator</td>
<td>Baseline</td>
</tr>
<tr>
<td>Number of private sector advisory service associations/groups established in target woredas (disaggregated by value chain)</td>
<td>0</td>
</tr>
</tbody>
</table>

### 2.4 Output: Strengthened lead firms, including agribusinesses, agro-processors, and FCUs

Many of the value chains already have emergent lead firms – be they exporters, agro-processors, commercial farmers, FCUs, input providers, and/or financial institutions. They can serve as valuable conduits between smallholders and consumers as well as champions for value chain reform.

USAID’s Feed the Future activities worldwide have experimented with contract farming and outgrower schemes. Since SMEs have little experience or knowledge of how to profitably work with smallholders, there are opportunities to help them develop skills in supply chain management, procurement planning, and inventory management. Risk sharing, capacity building and continuous learning and adaptation tactics will allow lead firms to identify and pilot new technologies, management practices, product and markets.

Conversely, small holders, particularly women and youth, can benefit from additional assistance from lead firms. Effective approaches tend to be sensitive to the householders’ risk tolerance, skills, and their own alternative income-generating opportunities. USAID’s work with the Women in Agribusiness Leadership Network (WALN) develops female-owned and/or led firms, who may be better placed to develop out grower and/or contract farming schemes in which women can more easily participate. Given the importance of youth employment, efforts are needed to expand attractive opportunities for youth.

**Illustrative Activities**

1. Identify lead firms and help them more effectively work with smallholders.
2. Assist WALN to strengthen female-owned firms as they too work with other lead firms and smallholders within their value chain.
3. Empower lead firm to manage out grower and contract farming schemes, including improved supply and inventory management, procurement planning, product development and marketing.
4. Train FCUs to utilize contemporary techniques to discuss alternative value chain contracting and transaction processes.

**Expected Outcomes**
The expected outcome is that the strongest, largest firms and organizations in the markets will have increased their support for small holders, especially female headed households. The indicator is the number of small holders supported by lead firms. It is focused on the *connection* between lead firms and small holder farmers; it is not enough to be affiliated or to have a commercial relationship, the lead firms must provide measurable material and business support. Baseline estimates arise from the most recent performance reports of USAID’s existing programs, ADM, LMD, and DCA guarantees. The annual targets allow for slow startup and then nearly linear progress.

<table>
<thead>
<tr>
<th>Indicator Baseline and Target</th>
<th>Annual Target Achievements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicator Baseline</td>
<td>Target</td>
</tr>
<tr>
<td>Number of small holder farmers supported by lead firms with the support of the USG assistance (number in thousands).</td>
<td>0</td>
</tr>
</tbody>
</table>

2.5 **Output: Increased trade in domestic, regional and international markets**

Under AGP I, the GoE placed high priority on earning foreign exchange. Building on the successes and experiences under AGP I, this activity is designed to shift its focus to increasing trade. There are many ways to intervene. International trade fairs and trade conferences are simultaneously good business opportunities as well as learning opportunities. Government officials and Ethiopian exporters learn first-hand about international market requirements and competition. Usually, public officials and private business people learn they must cooperate if they are to expand market demand for Ethiopian goods. Other interventions include facilitating the publication of trade and customs requirements, product development, traceability systems, and identification of new markets and/or expansion of market share in existing markets.

**Illustrative Activities**

1. Undertake trainings and provide easy to use rules to improve understanding of quality standards, including Sanitary and Phytosanitary Standards.
2. Facilitate buyer-seller interactions to increase producer’s immediate business opportunities as well as their understanding of market requirements.
3. Facilitate meetings between buyers, sellers and relevant public sector entities to discuss the constraints and develop strategies to increase the supply of product to market.
4. Facilitate events where women and youth, including PSNP and GRAD beneficiaries and graduates, can meet with end buyers to increase their understanding of market requirements.
5. Expand product traceability systems initiated under AGP I.
6. Support a certification system for livestock and crops.
7. Collaborate with trade or export associations to develop high-quality brochures, packaging and promotional materials that can be used by small holders to quickly prepare products for delivery to domestic and international markets.

**Expected Outcomes**
The expected outcomes are that each value chain will have increased volumes of production and sales in domestic and international markets. The best indicators for trade are volume and value. Value is a direct measure of the amount of the exports and the amount of money, its market value.

The first indicator here is the monetary value of exports. The baselines are derived from recent export reports for beneficiaries from current USAID activities and, therefore, biased in the direction of larger enterprises that are more likely to export than the general population of small holders. The targets are moderately ambitious, with the expectation of a slow start.

The second indicator is the amount or volume of each commodity produced. The baseline and targets for livestock and dairy are set by the AGP II Baseline study, which is available from ATA. The baseline and targets for maize, coffee and chickpea are set using FTFMS for exports and production attributable to USAID activities.

### Output 2.5: Increased Trade In Domestic, Regional and International Markets.

<table>
<thead>
<tr>
<th>Indicator Baseline and Target</th>
<th>Annual Target Achievements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicator Base-line and Target</td>
<td>1</td>
</tr>
<tr>
<td>4.5.2-36: Value of exports (SUSD millions) of targeted agricultural commodities as a result of USG assistance (by commodity)</td>
<td></td>
</tr>
<tr>
<td>Maize (29.3)</td>
<td>Maize (35.8)</td>
</tr>
<tr>
<td>Coffee (33.7)</td>
<td>Coffee (41.1)</td>
</tr>
<tr>
<td>Chickpea (12.3)</td>
<td>Chickpea (15)</td>
</tr>
<tr>
<td>Cattle (8.6)</td>
<td>Cattle (10.5)</td>
</tr>
<tr>
<td>Sheep (4.0)</td>
<td>Sheep (5)</td>
</tr>
<tr>
<td>Dairy (4.0)</td>
<td>Dairy (4.9)</td>
</tr>
<tr>
<td>Poultry (N/A)</td>
<td>Poultry (N/A)</td>
</tr>
<tr>
<td>Volume (thousand metric tons of targeted commodities traded (disaggregated)</td>
<td></td>
</tr>
<tr>
<td>Chickpea</td>
<td>Chickpea</td>
</tr>
</tbody>
</table>
Sub-purpose 3: Improved the enabling environment in support of agricultural transformation

AGP II includes an agenda for regulatory reform. There will be opportunities to strengthen public private dialogue, strengthen human and institutional capacity within the government itself, and make it easier for businesses to operate. Of special note is Ethiopia’s New Alliance for Food Security and Nutrition. The agreement between the members of a group composed of leading industrial countries and referred to as the “G7”, the GoE, and 14 local and international companies includes a list of policy commitments made by the GoE. This activity will assist the GoE, particularly ATA, to implement its reform agenda. Again the baseline data is set at zero to highlight the work to be done by the activity, not what has already been done.

The expected result is an improved enabling environment that supports agricultural transformation. Since each of the outputs and the sub-purpose can be treated by an identical standard Feed the Future Indicator, the baseline, life of project target, and annual targets are rolled up into the table for the Sub-Purpose 3. For clarity, the indicator is disaggregated by Outputs 3.1, 3.2, and 3.3. The life of project target is 30 reforms, 10 for each output. The pace of reform is identical. Half will be achieved by year 4 and the other half by year 5.
Stage 1: Analysis  
Stage 2: Stakeholder consultation/public debate  
Stage 3: Drafting or revision  
Stage 4: Approval (legislative or regulatory)  
Stage 5: Full and effective implementation”

<table>
<thead>
<tr>
<th>Disaggregated according to</th>
<th>0</th>
<th>10</th>
<th>0</th>
<th>0</th>
<th>0</th>
<th>5</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output 3.1 (see below)</td>
<td>0</td>
<td>10</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>5</td>
<td>10</td>
</tr>
<tr>
<td>Output 3.2 (see below)</td>
<td>0</td>
<td>10</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>5</td>
<td>10</td>
</tr>
<tr>
<td>Output 3.3 (see below)</td>
<td>0</td>
<td>10</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>5</td>
<td>10</td>
</tr>
</tbody>
</table>

3.1 Output: Strengthened capacity of MoANR and improved cooperation with ATA at federal, regional and local levels for developing, implementing and monitoring policies

The GoE intends to improve policy analysis and development options at all levels. Cooperation across levels of government is a precondition to provide the necessary enabling environment and incentives that typically increase private investment in agriculture.

The activity will support the federal and regional levels of MoANR to strengthen their analytical skills and develop an evidence base for decision making and for monitoring performance value chains in the agricultural sector. Using evidence to inform the MoANR and ATA’s policy making process can improve the effectiveness of policy implementation. Areas for capacity building include policy analysis, sectoral planning, monitoring and evaluation, and management information systems. The activity will build on the successes of the previous USAID/Capacity to Improve Agriculture and Food Security (CIAFS) activity to strengthen skills in monitoring and evaluation of policy performance that will enable the MoANR to make adjustments in policies to ensure achievement of their objectives. The ATA roadmap for support for the Policy and Planning Directorate of the Ministry of Agriculture and Natural Resources must be referenced as well as the CIAFS Capacity assessment.

Illustrative Activities:

1. Review the human and institutional development capacities of the ministries and local woreda-level authorities to utilize modern ICT based data collection and analytical systems.

2. Create or expand easy-to-use and disseminate market information on supply-demand volumes along with prices.


Expected Outcomes:

The expected outcome is that the MoANR will have improved its own policy and analytical capabilities and the GoE will have improved its ability to act on them by coordinating across ministries and at different levels of government. The indicator expected outcomes targets reflect AGP-II goals, Feed the Future guidelines, and USAID/Ethiopia performance expectations. Baseline estimates arise from the most recent performance reports of USAID’s existing programs, ADM,
LMD, and DCA guarantees. The annual targets allow for slow startup and then nearly linear progress.

3.2 Output: Strengthened public and private sector dialogue related to policy review and implementation

Public officials and their counterparts in the private sector are searching for better ways to engage with each other so they can jointly identify and relieve constraints to agricultural growth. As the private stakeholders improve their competitiveness within the framework of a contemporary value chain and business enabling environment, they will identify constraints they can eliminate only with the support of public officials. Conversely, public institutions and organizations are modifying the roles and responsibilities for stakeholders as they jointly modernize the value chains. Part of its effort to create greater collaboration with the public, the GoE will establish stronger mechanisms for leadership, social accountability, and participatory decision-making. Areas for capacity building include policy analysis, sectorial planning, monitoring and evaluation, and management information systems.

Dialogues are an effective means to improve policies critical to agricultural and enabling environment constraints while enhancing the government’s deepening culture of transparency and accountability. Existing stakeholders such as the MoA, ATA, and USAID’s AKLDP and USAID’s Growth through Nutrition Activity will be valuable sources of knowledge and insight about how best to promote dialogue in the Ethiopian context. Both the inclusion of women and youth in policy dialogue forums and their empowerment to enable them to meaningfully engage will ensure that their voices are heard. Furthermore, leadership and communication skills will be critical for these groups to be effective change agents in MSPs and other stakeholder platforms.

Illustrative Activities:

1. Institute quarterly meetings with private sector associations (commodity, traders, exporters, processors, and transporters, financial institutions) to identify and track issues that can be analyzed sufficiently to make actionable recommendations.
2. Identify articulate industry champions who will foster a regularized process of public private dialogues using modern market data collection systems.

Expected Outcomes:
The expected outcome is that the public sector officials and private sector representatives will have improved how they interact.

3.3 Output: Strengthened policies, regulations and laws to support an improved business and investment environment around the selected value chains, particularly through the New Alliance Cooperation Framework.

Private sector and market driven productivity, competitiveness and transformation of the agricultural sector will only occur within an enabling environment that supports the development of the private sector and value chains. This activity will help the GoE improve the policy environment so as to reduce barriers to market entry and operations, reconcile policy with the ability of private actors too meet business and market requirements, reduce market distortions, increase access to finance, attract foreign and domestic investments, increase efficiencies in transport and logistics, and foster public and private dialogue. While many of these issues can and will be addressed as part of other sub-
purposes, efforts here are specifically focused on improving the legislation, regulations, policies, practices, and institutional and human capacity to undertake policy analyses and implementation. Again, the MoANR and ATA will be critical partners in the policy dialogue and reform process.

Illustrative Activities:
1. Facilitate market and commodity mapping to identify the economic consequences of policy decisions as they affect the relevant value chains.
2. Host woreda and regional level discussions about how to implement legislation that is part of the New Alliance.

Expected Outcomes:
The expected outcome is that the New Alliance Cooperation Framework constellation of laws, regulations and practices governing the business enabling environment will have been implemented, making it easier and more effective for businesses to operate. The indicator is specifically tied to the New Alliance policy agenda. The baseline number reflects the fact that nothing has been implemented.

C.3.6 Cross Cutting Interventions
This activity will implement key cross-cutting themes including an inclusive “Push-Pull” approach to market development and nutrition among small holder producers (especially women and youth), gender-based strategies, and integrated water, hygiene, and environmental initiatives.

C.3.6.1 Push-Pull and Inclusion
A “push-pull” approach looks for linkages and synergies between growth-oriented and poverty reduction-oriented activities. USAID Ethiopia’s “push-pull” theory of change calls for the alignment of investments in safety nets, livelihoods and growth-oriented activities – as well as nutrition and youth skill building - in order to promote pathways out of poverty for vulnerable populations. Push-pull interventions encourage layering and sequencing activities. Layering is defined as the programmatic alignment of investments in push activities (including safety net, livelihoods, and growth activities) and involves geographic and programmatic overlap and collaboration of its activities. Programmatic layering includes the following activities: PSNP (push), GRAD (push), ENGINE (push), POTENTIAL (push), and AGP (pull). As many of these activities are ending, there is an opportunity to coordinate programmatic layering with successor activities.

The Push-Pull activities herein are based on: (1) co-location, (2) market-shed linkages where livelihood households sell to AGP-assisted cooperatives, (3) upstream and downstream off-farm value addition (4) linkages among input suppliers (e.g., linking agro-dealers, Commercial Farm Service Centers, and/or direct seed agents), or (5) linkages among financial service providers and loan mechanisms, such as guarantee funds that might benefit beneficiaries across USAID Ethiopia investments. Within the context of the push and pull approach, these factors make the activity flexible enough to respond to different specific contexts within zones of influence and permit the opportunity to examine how they might be used to create market relationships across zones of influence.

C.3.6.2 Youth
The Ethiopian population is relatively young. Young adults are searching for ways to improve their academic and vocational training so they can enter the job markets. The activity must improve
opportunities within each value chain and to reduce the cost of entry for qualified workers. There are many potential ways to improve the participation of youth in the value chains.

C.3.6.3 Gender and Women’s Empowerment
Gender equality and female empowerment are essential for achieving the AGP II development goals. The USAID Gender Policy advances equality between females and males, and empowers women and girls to participate fully in and benefit from development, through the gender integration in the entire project cycle -- from project planning and implementation to monitoring and evaluation. This integrated approach focuses on achieving three overarching outcomes: 1) reducing gender disparities in access to, control over and benefit from resources, wealth, opportunities, and services – economic, social, political, and cultural; 2) reducing gender based violence and mitigate its harmful effects on individuals and communities so all people can live healthy and productive lives; and 3) increasing the capability of women and girls to realize their rights, determine their life outcomes, and influence decision making in households, communities, and societies.

The activity addresses gender issues and constraints, particularly women’s access to farm inputs, credit, technology, information, market, training, and leadership opportunities. Gender norms about the generation, allocation, control, and expenditure of household income make it difficult for Ethiopian women to accumulate the enough savings to upgrade their own equipment or to pursue attractive income-generating activities. Therefore, the Selected Contractor must improve knowledge and change business and money management behavior. In particularly the contractor must improve business practices related to the adoption of new business/agricultural practices, business models and emergent value chain relationships that comprise commercial networks.

The Women’s Empowerment in Agriculture Index (WEAI) measures the empowerment, agency, and inclusion of women in the agriculture sector. WEAI links to family planning efforts as well as gender-disaggregated data from this activity. WEAI will be an important tool to learning about how to meaningfully integrate women into the value chains. It will be important to ensure that knowledgeable staff ensure that there is gender equality and women’s empowerment across all components of the program.

As detailed in Section F.8, the Selected Contractor must conduct a context specific gender analysis which informs a Gender Action Plan (GAP) and link it to the Monitoring and Evaluation Plan (M&E) Plan. The GAP must be integrated into the overall work plans.

C.3.6.4 Nutrition
The principles of the USAID Multi-sectoral Nutrition Strategy and its relationship to value chain development are fundamental to Feed the Future Activities. This activity requires a nutrition and Water Supply, Sanitation, and Hygiene (WASH) sensitive approach to the development of commercial agricultural value chains (see Figure One).

The Selected Contractor must collaborate with USAID’s Growth through Nutrition Activity and incorporate recommended guidance on nutrition behavior change approaches, materials, capacity development and other innovative approaches that will enhance its nutrition impact. The Selected Contractor must participate with Growth through Nutrition and other Feed the Future Partners in regular meetings to share lessons learned, prepare or coordinate work plans, and carry out joint site visits.

Figure One: Ethiopia Conceptual Agriculture-Nutrition-WASH Causal Framework with Embedded Value Chain.
C.3.6.5 Climate Change
AGPII is based on a climate-smart approach and will be fully aligned with the Climate Resilient Green Economy (CRGE) strategy. AGP II recognizes both the gravity of climate change impact, the need to improve our understanding of it, and the need to act. A climate smart approach to climate change considers how to: a) intensify agriculture through the usage of improved inputs and better residue management resulting in a decreased requirement for additional agricultural land that would primarily be taken from forests; b) promote new agricultural land in degraded areas through small-scale irrigation to reduce pressure on forests; c) introduce lower-emission agriculture techniques, ranging from the use of carbon- and nitrogen-efficient crop cultivars to the promotion of organic fertilizers; d) increase animal value chain efficiency to improve productivity, i.e. output per head of cattle via higher production per animal and an increased off-take rate, led by better health and marketing; e) support consumption of lower-emitting, nutritious sources of protein, e.g. poultry; f) mechanize draft power (results in net reduction of GHG emissions); and g) manage rangeland to increase its carbon content and improve the productivity of the land.

The Selected Contractor must incorporate USAID Climate Change and MoANR Climate Smart principles into the design of its activities and report on them as requested. In particular, the Selected Contractor must collaborate with the USAID Enhanced Capacity for Low Emissions Development Strategies (EC-LED) intended to mitigate effects of climate change through increasing clean energy.

C.3.6.6 Other Environmental Factors in Ethiopia
Pursuant to USAID/Ethiopia Environmental Requirements, an Initial Environmental Examination (IEE) has been developed and approved for the range of activities under the CDCS Development Objective 1, under which the Feed the Future Ethiopia Value Chain Activity falls.

The Selected Contractor must comply with IEE requirements. The IEE requires the Implementing Partner to prepare and carry out an approved Environmental Mitigation and Monitoring Plan (EMMP). It must include a screening process to determine potential negative environmental impacts of activities carried out through GUCs.
C.3.6.7 Information Communications Technologies (ICT)
ICT is an important element of AGP II. There are many ongoing initiatives. Before designing new ICT interventions, the Selected Contractor must assess available telecommunications services, ICT-enabled devices, and ICT interventions to determine what it can adapt. For example, Ethiopia’s MoA is committed to leveraging ICT to improve its extension services. It signed an agreement in 2015 with Digital Green to use low cost video to enhance the extension services and has an IVR (interactive voice response) service as well. Radio is also being used via the New Alliance ICT Extension Challenge Fund country grant in Ethiopia led by Digital Green, with a three-year grant ending in September 2017.

C.3.6.8 Disability Inclusion
USAID/Ethiopia endeavors to ensure the inclusion of people with disabilities in USAID-funded programs and activities. The activity will therefore require a clear strategy and monitoring system that ensures people with disabilities are given equal opportunities whenever possible.

C.3.7 Grants under Contracts (GUC)
The GUC mechanism is to be used to reduce risk. The primary beneficiaries will include non-governmental actors that seek ways to reduce risk as they improve their own capabilities to improve the value chain, adapting their own organization’s operations to it. Grants will not be provided where such an investments distort markets and/or create dependencies. Nor will they be provided to engage in construction as defined by ADS 302 and ADS 303.

The GUC, for which $7.25 million is to be made available, builds on the lessons learned from AMDe and LMD about how to strengthen the capacity of grantee institutions to maximize the effectiveness of past grants, ensuring their sustainability and profitability. The grants will:

1. Enable access to and foster the adoption of new technologies to improve smallholder productivity. Grants, especially to women and youth, may be used to buy down the risks of technology adoption on a cost-share basis to be determined by USAID.
2. Enhance access to equipment, technologies, services, training, trade fairs, and knowledge needed to effectively compete in markets. Grants in some cases such as for equipment, will be on a cost share basis. For women and youth, ensuring access to assets to engage in markets will be important.
3. Create incentives for private sector investments using where appropriate cost sharing, loan guarantees or incentives to buy down the risks of private sector innovation, especially when it can leverage broader impacts in the market system.
4. Introduce or expand financial innovations such as mobile –based financial services like insurance and leasing for the livestock sector.
5. Promote innovative business models that are able to extend markets and encourage new entrants.
6. Develop capacity for market systems development.

C.3.8 Monitoring, Evaluation, and Learning
This activity will adopt USAID’s commitment to rigorous evaluation and evidence-based investments. Feed the Future monitoring, evaluation, and learning guidelines form the basis of the activity’s own plan. The Feed the Future initiative has taken a leadership role in establishing a world-class monitoring, evaluation and learning framework that will test and/or highlight the need to refine theories of change. These principles and guidelines will be applied herein.
The Selected Contractor must incorporate collaborative learning and adaptive management (CLA) as part of its facilitation approach. CLA will coordinate with all relevant Feed the Future activities and complement more rigorous evaluations with a “learning as you go” process, using ongoing evaluative activities that inform learning, understanding adoption processes and subsequent adaptive management based on that learning. CLA will also be important across Feed the Future activities and projects, including those of other donors. Collaborative learning will be critical to ensuring the Feed the Future investments are working synergistically.

**C.3.8.1 Activity Monitoring and Evaluation Plan**
The Selected Contractor must deliver and have approved a Monitoring and Evaluation (M&E) Plan, consistent with USAID and Feed the Future requirements. The M&E Plan clearly and explicitly aligns the theory of change, results framework, activity approach, and work plan with the targets as stated above. The M&E Plan constitutes a feedback mechanism that helps the Selected Contractor learn from experience and change its operations to ensure that it meets the contractual targets for the results, outcomes, and outputs. The M&E Plan serves as a valuable tool for finding ways to improve coordination and/or integration among the activity sub-purposes, cross-cutting issues, and AGP II components.

The M&E Plan draws from Feed the Future and illustrative indicators. These are elected in collaboration with other Feed the Future activities, such as USAID’s Growth through Nutrition Activity. In addition, USAID is mandated to measure and update various result frameworks. These include: the Microenterprise Results Reporting (MRR) and the Foreign Assistance Coordination and Tracking System (FACTS).

**C.3.8.2 Geographic Information Systems (GIS)**
USAID/Ethiopia is using Mission-wide GIS to support informed decision making and increase the use of evidence to affect decisions and resource allocations across the portfolio. The data are ESRI shape files formatted with associated Meta data files. All activity sites will be geo-referenced (villages and households, perimeter locations, region, zone and woreda location names and other attribute data). The implementing partner will provide activity location data and other activity specific data such as interventions and beneficiary attributes for GIS analysis.

**C.3.8.3 Knowledge Management and Learning**
The Selected Contractor must collaborate with USAID to promote knowledge management and learning. The USAID activity knowledge management and learning system has the following cross-component objectives:

1. Maximizing the Feed the Future Ethiopia Value Chain Activity’s success: Supports collaboration with USAID/Ethiopia’s learning activity, Agriculture Knowledge, Learning, Documentation and Policy (AKLDP), and across related Feed the Future activities and other related activities supported by USG and AGP II.

2. Realize learning opportunities regarding push-pull: Searches for and shares lessons about push-pull approaches for graduating populations out of poverty and into productive, market-oriented systems.

3. Realize learning opportunities regarding an integrated approach: Searches for best practices to integrate women, youth, nutrition-sensitive interventions, climate-smart agriculture and push-pull activities into selected value chain and market systems interventions and approaches.
4. Leverage opportunities to build local systems capacity: Supports learning and capacity building by local partners and stakeholders contributes good practices in development. The results count towards USAID Forward’s goals of developing sustainable local systems without unduly burdening USAID management capacities.

5. Innovative approaches: Encourages ongoing (cost-effective and rapid) research and learning on key topics that guide intervention adaptations that lead to expected outcomes.

As such, at the COR’s instruction, the Selected Contractor must participate in meetings, provide data, access to activity areas and cooperate in research about subjects within the scope of work.

**C.3.8.4 Evaluation Plan**

This activity requires a mid-term performance and final impact evaluation, both to be conducted by a third party. The evaluations contribute to AGP II’s Component 5: Program Management, Monitoring, Evaluation and Learning. USAID Ethiopia may also commission an impact evaluation through a third party contractor.

**List of Reference/Resource Documents for Offerors**

This brief and partial list of references provides access to documents which can help understand the development context for this activity.


3. The Comprehensive Africa Agriculture Development Program (CAADP) [http://www.caadp.net/]


[END OF SECTION C]
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 COR technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

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

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

D.2 BRANDING POLICY

ADS Chapter 320: The contractor must comply with ADS 320

USAID policy is to require exclusive branding and marking in USAID direct acquisitions using any source of funding (ADS 320.3.2 Branding and marking in USAID Direct Contracts).

"Exclusive Branding" means that the program is positioned as USAID’s, as showcased by the program name (Feed the Future Ethiopia Value Chain Activity).

"Exclusive Marking" means contractors may only mark USAID-funded programs, projects, activities, public communications, and commodities with the USAID Standard Graphic Identity and where applicable, the host-country government or ministry symbol or another U.S. Government logo (see ADS 320.4.1 and 320.3.4.2).

The Contractor will comply with the requirements of the USAID “Graphic Standards Manual” available at www.usaid.gov/branding, or any successor branding policy.

The program under this contract will be known as the Feed the Future Ethiopia Value Chain Activity. The contractor’s branding strategy and marking plan must be submitted within 60 days of Contract Award.

Additionally, in accordance with the Administrator’s determination dated December 29, 2014 as authorized by Automated Directive Systems (ADS) 320 and 2 CFR 700, and in line with the U.S. Agency for International Development (USAID) Graphic Standards Manual,
Feed the Future contractors must also comply with the requirements of the Feed the Future “Graphic Standards Manual” available at: [http://feedthefuture.gov/lp/feed-future-branding](http://feedthefuture.gov/lp/feed-future-branding), or any successor branding policy.

**Marking and Branding Definitions (as applied to Feed the Future activities):**

**Marking** is the application of the Feed the Future logo to USAID-funded Feed the Future programs.

**Branding** is more comprehensive, and includes the Feed the Future logo, fonts, colors, and design, as well as what is said about Feed the Future and how it is said. Not only written words, but photos, colors, fonts, and layout all contribute to creating a specific image.

**BRANDING STRATEGY (to be submitted by the contractor as an attachment)**

The activity name: Feed the Future Ethiopia “Name” (*The Name must be short and concise and cannot be an acronym—as outlined in the “Feed the Future Graphic and Naming Standards Manual”*).

The desired level of visibility: This will be a high profile activity given the strong interest in Feed the Future by USAID, the Department of State, The White House, and the Government of Ethiopia. As such, the contractor will develop a comprehensive Branding Implementation and Marking Plan for the life of the activity, which reflects the high level of visibility expected for this activity. In addition, the contractor will be expected to submit a yearly, detailed communications plan within the first 60 days of implementation, and annually thereafter, detailing the tools, activities and budget it will use to ensure maximum visibility of this Feed the Future activity.

The Branding Implementation Plan will identify key audiences, messages, and appropriate communications channels. The Plan should identify target audiences and answer the following:

- Why is communicating with these audiences necessary?
- How do they receive information today? Is this method effective/any proven impact?
- What messages resonate? How do/will you know?
- What methods will be used to figure out the best way to communicate with this audience?
- Where will you communicate with these audiences?
- When is the best time to disseminate messages?
- How will you measure the effectiveness of your communication outreach?

A strong Branding Implementation Plan identifies potential milestones/events with projected dates, contains a marking plan for materials to be produced and identifies traditional and non-traditional outreach platforms which will be utilized to communicate to target audiences. The contractor should outline how it will use these platforms to:

- Ensure that potential partners and beneficiaries are informed as to how they can become involved in the activity.
- Disseminate information which can be used both by activity participants and other non-direct beneficiary actors in relevant sectors.
- Demonstrate the successes of the activity and the positive results of the partnership between the American and Ethiopian people.
CO-BRANDING
How the materials and communications will be positioned: In all cases, this Feed the Future activity will be co-branded as supported by USAID and other partners (when applicable). Specific events that are supported by USAID and other partners may require co-branding with the other partners following USAID regulations.

REPORTING
The cover page of all report deliverables required in this contract shall include the Feed the Future and USAID Identities (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 “Feed the Future Ethiopia Value Chain Activity.” Descriptive information is required whether Contractor-furnished products are submitted in paper or electronic form. All materials shall include the name, organization, address, and contact information of the person submitting the materials.

[END OF SECTION D]
SECTION E: INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE
The following contract clause pertinent to this section is 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.

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)</td>
</tr>
<tr>
<td>2.</td>
<td>52.246-5 INSPECTION SERVICES--COST-REIMBURSEMENT APR 1984</td>
</tr>
<tr>
<td>3.</td>
<td>52.242-15 STOP-WORK ORDER AUG 1989 ALTERNATE I APR 1984</td>
</tr>
</tbody>
</table>

E.2 INSPECTION AND ACCEPTANCE
USAID inspection and acceptance of all services, reports and other required deliverables or outputs under this proposed contract will take place at Addis Ababa, Ethiopia or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The COR has been delegated the authority to inspect and accept all services, reports and required deliverables or outputs.

E.3 MONITORING AND EVALUATION PLAN
Monitoring and evaluation programs should be utilized in order to assess the impact of the program and whether or not objectives are being achieved and if they should be adjusted.

[END OF SECTION E]
SECTION F: DELIVERIES/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.

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.242-15</td>
<td>STOP-WORK ORDER</td>
<td>AUG 1989</td>
</tr>
<tr>
<td>52.243-2</td>
<td>CHANGES—COST REIMBURSEMENT</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.243-2</td>
<td>COST REIMBURSEMENT ALTERNATE I</td>
<td>AUG 1987</td>
</tr>
</tbody>
</table>

F.2 PERIOD OF PERFORMANCE

The contract will be awarded for a period of five years.

(a) It is the contractor's responsibility to ensure that the CO-approved adjustments to the original estimated completion date do not result in costs incurred that exceed the ceiling price of this Contract. Under no circumstances will such adjustments authorize the contractor to be paid any sum in excess of the Contract amount.

(b) Adjustments that will cause the elapsed time for completion of the work to exceed the original estimated completion date by more than 15 calendar days must be approved in advance by the Contract Contracting Officer (CCO).

F.3 PLACE OF PERFORMANCE

The contract place of performance will be in Ethiopia.

F.4 PERFORMANCE STANDARDS

The Contractor’s performance information determined to be relevant will be evaluated in accordance with the elements below:

- Technical quality of product or service, including consistency in meeting goals and targets.
- Cost control, including forecasting costs as well as accuracy in financial reporting, ensuring that unnecessarily expensive technical assistance is not used when lower cost, equally qualified advisors are available, and pacing the expenditure of level of effort such that contract deliverables and outputs can be produced within budget.
- Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient completion of tasks.
- Management or business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including coordination among subcontractors and developing country partners, cooperative attitude in
remedying problems, and timely completion of all administrative requirements.

- **Small business subcontracting**: Where applicable, the Selected Contractor will be required to provide performance rating of the small business subcontractors and where required confirm their compliance with the contract requirement.

- **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.5 DELIVERY SCHEDULE

In addition to the results specified in Section C, the Selected Contractor will deliver the following documents:

<table>
<thead>
<tr>
<th>#</th>
<th>Key Deliverables</th>
<th>Frequency</th>
<th>Timetable/ Due date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization plan</td>
<td>Once</td>
<td>15 days following signature of the contract.</td>
</tr>
<tr>
<td>2</td>
<td>Annual Work Plan with Budget</td>
<td>Annually</td>
<td>A first draft due no later than 60 days after award with a final draft due 100 days after award. Thereafter, first drafts are due annually on September 1st and final version on September 30th.</td>
</tr>
<tr>
<td>3</td>
<td>Branding and Marking Plan</td>
<td>Once, updated annually</td>
<td>A first draft due 60 days after contract award, with a final version due 100 days after the award.</td>
</tr>
<tr>
<td>4</td>
<td>Environmental Mitigation and Monitoring Plan (EMMP)</td>
<td>EMMP to be delivered with the First Year Work Plan and revised annually</td>
<td>A first draft due 60 days following signature of the contract, with a final version due 100 days after award. Thereafter, updated EMMPs must be delivered on September 1st with the Annual Work Plans and finalized with them.</td>
</tr>
<tr>
<td>5</td>
<td>Monitoring and Evaluation Plan (M&amp;E).</td>
<td>Annually for Years 2 – 5 in consultation with the COR.</td>
<td>A first draft due no later than 60 days after the award with a final version due 100 days after award. Thereafter, updated M&amp;E plans must be delivered by September 1st with the Annual Work Plans and Budgets and finalized with them.</td>
</tr>
<tr>
<td>6</td>
<td>Baseline Report</td>
<td>Once</td>
<td>The first draft due 6 months after award, with the approved version due one month later, at the end of month 7.</td>
</tr>
<tr>
<td>7</td>
<td>Cost Benefit and Value Chain Analyses</td>
<td>Once</td>
<td>The first draft due 6 months after award, with the approved version due one month later, at the end of month 7.</td>
</tr>
<tr>
<td>8</td>
<td>Gender Action Plan (GAP) to empower women smallholder farmers</td>
<td>Once</td>
<td>The first draft due 6 months after award, with the approved version due one month later, at the end of month 7.</td>
</tr>
</tbody>
</table>
### F.6 REPORTING REQUIREMENTS

#### Program Reporting

The Selected Contractor will submit an electronic copy of the following reports in English to the USAID/Ethiopia COR for approval:

1. **Mobilization Plan**

   The Selected Contractor must prepare and deliver an acceptable mobilization plan to the COR. The mobilization plan shall be submitted to USAID/Ethiopia within (15) days of the signature of the contract for review. The plan must show the timelines and rational for the deployment of key personnel, staff recruitment and purchase of equipment and supplies. The plan must explain how the Selected Contractor will mobilize people and resources to meet the deadlines for the deliverables due within the first six months of the contract. The Selected Contractor must identify and submit areas of support required from USAID/Ethiopia.

2. **Annual Work Plans and Budgets**

   **First Year Work Plan and Budget**

   The Selected Contractor will deliver a detailed draft Annual Work Plan and Budget for submission 60 calendar days from the date of the award to the COR for review. The final version is due 40 calendar days later (100 days from commencement of the contract).

   The Selected Contractor will consult with USAID, MoANR, ATA, and relevant stakeholders, including USAID/Ethiopia Feed the Future implementing partners, other donors’ implementing partners, and national actors in the agricultural sector, both private and public to develop a detailed draft annual work plan and budget for submission 60 calendar days after the award.

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Grants under contract manual and implementation plan</td>
<td>Once</td>
</tr>
<tr>
<td>10</td>
<td>Interim Progress and Financial Reports (Quarterly and Annual)</td>
<td>Regularly (Quarterly)</td>
</tr>
<tr>
<td>11</td>
<td>Feed the Future Reports</td>
<td>As requested by COR</td>
</tr>
<tr>
<td>12</td>
<td>Special Technical Reports</td>
<td>As requested by COR</td>
</tr>
<tr>
<td>13</td>
<td>Closeout/Demobilization Plan</td>
<td>Once</td>
</tr>
<tr>
<td>14</td>
<td>Final Report</td>
<td>Once</td>
</tr>
</tbody>
</table>
All Work Plans and Budget must be developed collaboratively with other stakeholders including MoANR, ATA, (along with appropriate governmental bodies representing the Regions and Woredas), civil and private associations, other Feed the Future implementing partners.

The Year 1 Work Plan and Budget will provide detailed activities and costs estimates for year one of implementation with illustrative activities in out years two through five. All Work Plans will include the Selected Contractor’s strategy, work locations, partners, responsible leadership and principal activities. The narrative must communicate the rationale behind the activities (how they contribute to expected outcomes) and a timeframe for when activities will commence and end. The Work Plans must include descriptions and explanations regarding environmental requirements for planning, monitoring and mitigation of negative impacts.

The organization of the Work Plans must be arranged by Sub-Purpose and Sub-sub-purposes, as articulated in Section C and by geographic location. Details of collaboration with other USAID and non-USAID partners will also be included. Budgetary forecasts must be tied to proposed activities in sufficient detail to evaluate them for their relative costs and value.

The Work Plans will explain how sustainability is to be achieved. Their narratives will include the approaches, steps and activities that will be undertaken to ensure that results will be sustained after the end of the contract.

USAID/Ethiopia will review the detailed draft Work Plan and Budget and provide comments. USAID/Ethiopia may also request additional deliverables to be incorporated into the Selected Contractor’s Work Plan.

Subsequent Annual Work Plans and Budgets

Subsequent Annual Work Plans and Budgets will follow the same format following the first year. The first draft is due on September 1 of the subsequent years. The final version is due September 30th for the subsequent years. They will incorporate the required activities for environmental compliance.

3. Branding and Marketing Plan

The Selected Contractor must submit Branding and Marketing Plan that adheres to the USAID and Feed the Future Branding and Marking requirements to USAID 60 days after the signature of the contract a (See Section D) with a final version due 100 days after the signature of the contract. The plan will inform how branding and marketing will be conducted.

4. Environmental Mitigation and Monitoring Plan (EMMP)

The Selected Contractor must prepare an Environmental Monitoring and Mitigation Plan (EMMP) that explains its approach to environmental compliance in general and describe how it will implement all applicable IEE and/or Environmental Assessment (EA) conditions. The plan must include an environmental assessment of the relevant value
chains before performing any technical assistance.

The Selected Contractor must submit its first EMMP 60 days and a final version 100 days after the signature of the contract, along with the first annual work plan and budget. Updated versions must be presented on September 1st of each subsequent year along with the Annual Work Plans. In addition, all activities performed under GUC are subject to environmental regulations.

The EMMP will be updated annually and submitted along with all subsequent Annual Work Plans. The EEMP will be reviewed and updated on an annual basis to ensure continued compliance with USAID guidance. In consultation with the COR and the MEO, the Selected Contractor will make all necessary adjustments to its activities and the EMMP itself. In the case of pesticide use in the activity, the Selected Contractor must follow USAID requirements in preparing a Pesticide Evaluation Report and Safe Use Action Plan (PERSUAP). It must submit the PERSUAP to USAID for approval prior to starting any activity involving pesticides. The Selected Contractor must be responsible for periodic reporting on environmental compliance to the USAID COR. Guidelines on EMMP development can be found at http://www.usaidgems.org.

The Selected Contractor’s environmental compliance obligations under these regulations and procedures are specified in the following paragraphs.

The relevant IEE was approved by the Africa Bureau Environmental Officer on June 22, 2015 for the USAID Feed the Future Program funding this contract. The IEE covers activities expected to be implemented under this contract. USAID has determined that a Negative Determination with conditions applies to one or more of the proposed activities. These activities may be implemented, but the Selected Contractor must also implement the specified mitigation and monitoring accompanying activities. The IEE also requires the development of a PERSUAP prior to use of any pesticide during implementation. This indicates that if these activities are implemented subject to the specified conditions. The Selected Contractor must make itself aware of the definition of “pesticide use” stated in 22 CFR 216.

In addition, the Selected 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 contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in an IEE, or EA duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as “approved Regulation 216 environmental documentation.”).

As part of its initial Work Plan, and all Annual Work Plans thereafter, the Selected Contractor, in collaboration with the USAID COR and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, will review all ongoing and planned activities under this Contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.
If the Selected Contractor plans any activities outside the scope of the approved Regulation 216 environmental documentation, it will prepare an amendment to the documentation for USAID review and approval. No such new activities will be undertaken prior to receiving written USAID approval of environmental documentation amendments.

Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation will be halted until an amendment to the documentation is submitted and written approval is received from USAID.

5. Monitoring and Evaluation Plan

The Selected Contractor will submit a detailed draft M&E plan 60 calendar days from the date of the award with a final version 100 days from commencement. It will accompany the first Annual Work Plan, Branding and Marking Plan, and the EMMP. Drafts of updated M&E Plans must be provided on September 1 of each subsequent year with a final version delivered by September 30th.

The M&E Plan must be linked to the USAID/Ethiopia Performance Management Plan (PMP). The PMP will establish and track a set of required, standard and custom indicators and targets in accordance with Feed the Future Results Framework and Indicator Handbook. In addition to these required and standard indicators, the Selected Contractor may propose additional indicators that measure program outcomes. USAID will review the detailed draft M&E and provide comments.

Working with the USAID/Ethiopia’s M&E staff, the Selected Contractor will be responsible for obtaining baselines for indicators reported on within the contract. In addition, the Selected Contractor will make project staff available during USAID data quality assessments in Year 2 and Year 4 to test validity and accuracy of data.

In order to capture the “why” behind obtained outcomes and results, the Selected Contractor will develop and carry out a learning agenda that will be reported on within the quarterly reports when appropriate. Using a lens of implementation, experience and monitoring the Selected Contractor will identify necessary changes in implementation to achieve objectives. The continual learning and incorporation of lessons learned to make adjustments in implementation will be critical to achieving desired results.

M&E Plan:
- Cover the entire period of performance of this Contract and may be adjusted based on any changes in planned activities.
- USAID requires approval of amendments to the M&E Plan.
- Includes the Performance Indicator Reference Sheet, which defines each indicator.
- Includes discussion on the data quality assessment.

Includes baseline values and targets for all indicators or timeline when these will be completed.

The Selected Contractor will compile, update, and deliver to the COR on a quarterly basis activities, attendance sheets, presentations, results and costs. The COR will direct the Selected Contractor on the formatting and contents.
Also in addition to the required suite of Feed the Future indicators, the contractor must maintain comprehensive and itemized costs related to all value chain level activities. USAID is interested in reporting on indicators that are denominated by cost and the contractor is expected to propose a clear plan for documenting and comparing interventions on this basis.

Wherever possible and appropriate, the M&E plan will be presented in tabular and/or graphical forms that portray progress over time, affording an executive audience an immediate sense of trends.

6. Baseline Report

USAID has set notional baseline and target values for most of the indicators. However, the Selected Contractor is expected to do rigorous baseline survey and revise/set baseline values and targets for all indicators within six months of the date of award.

The Baseline report will provide the basis for the starting point conditions. It will include the current conditions of the areas, providing the estimated baseline along with adjusted values for the targets. The Selected Contractor is to recommend achievable targets that exceed the minimum targets established in Section C. The baselines methods are to be submitted for review prior to data collection, reviewed and approved by the COR. The data collection itself will be done in areas where the work will be conducted and will focus on gathering attribute level baseline data on potential beneficiary populations. i.e., smallholder producers, input providers, aggregators, cooperatives, lead firms, brokers etc. in the relevant value chains.

7. Cost Benefit and Value Chain Analyses

Six months after the signature of the contract, the Selected Contractor must deliver updated cost benefit analyses with accompanying updated value chain analyses. USAID did cost benefit analysis (CBA) and value chain analyses for maize, coffee, chickpea, livestock (meat and live), and dairy. A cost benefit analysis for poultry has not been completed. The Selected Contractor must update the existing CBAs and to provide a new CBA and value chain analysis for poultry. Both the CBAs and the value chain assessments must follow the structure and format of previous analyses. In addition, the Selected Contractor must provide a set of short briefs (1-2 pages) which review the status of the sesame, honey and wheat value chains. These will be important to orientate work in case they are 1) affected by finance, business enabling environment and cross-cutting initiative activities as articulated in Section C and/or 2) included into the Scope of Work following a modification to the contract.

8. Gender Action Plan (GAP)

A draft GAP must be delivered six months following the contract signature, with a final draft to be delivered at the end of the 7th month along with the Baseline, Cost-Benefit and Value Chain Analyses and GUC manual (detailed under item 9 below). The GAP must be accompanied by and be based on a Gender Analysis to be conducted by the Selected Contractor as stipulated under Section C. The GAP will establish the principles, strategy, and means by which the activity will address key constraints and potential opportunities to promote gender integration and equity throughout the value chains. The GAP must be guided by the USAID Gender Policy and resources provided by Feed the Future’s Agrilinks website.
a. conduct of training for the activity staff, partners and cooperators on gender awareness, gender analysis and gender-responsive planning.

b. collection of sex-disaggregated data for baselines and monitoring of all people-level indicators and use of gender analysis tools to identify gender gaps and disparities and address potential gender issues, and constraints faced by project beneficiaries, particularly at the community level.

c. conduct of gender-responsive consultations to encourage the active participation of women and ensure that the voices of women and men are heard and reflected in project plans and activities, and

d. an explanation of how it will eliminate and/or mitigate existing barriers to equal participation and access to resources and opportunities of women and men.

9. Grants Under Contract

The Selected Contractor will submit a grants manual for review six months after the signature of the contract. The Manual will describe and explain its approach to grant management, the purpose, target beneficiaries, funding rules, procedures for decision making, relevant application and review forms, and monitoring plan. The final and approved version must be delivered by the end of the 7th month following the signature of the contract.

10. Interim Reports

The purpose of interim reports is to provide stakeholders with a summary of progress, challenges, and upcoming events. The Interim reports are delivered on a quarterly basis, 15 calendar days after the end of each quarter. The fourth quarter report constitutes an Annual Report due on November 1 each year.

It will provide a descriptive analysis of activities conducted during that USG fiscal year, a quantitative and qualitative description of actual achievements versus planned activities for the year, in both narrative and in data performance table formats. The data performance table will include accomplishments for the fiscal year against that year’s targets and justifications for result deviations 10 percent above or below targets;

Accompanying each report will be success stories, innovation stories, and financial statements. The reports will:

a. summarize (1) progress to date, per the agreed-upon deliverables and towards achievement of expected results; (2) identification of specific problems and delays and recommendations for adjustments and corrective action; (3) significant learning and how this will be used for any adjustments to activities or approaches (4) highlights and future implications of any high-level meetings held and field visits; (5) planned activities for the next reporting period; (6) progress and/or issues pertaining to gender, youth, disability, nutrition, WASH, and environmental compliance; and (7) coordination with other USAID Feed the Future programs, MoANR, and ATA.

b. be accompanied by a financial section or appendix which tabulates and graphically presents expenditures (by cost category), accruals, and projected expenses against the annual budget and the total award line items;
c. be accompanied by at least two “Success Stories” and one “Innovation Story” per quarter beginning the second year of project implementation. Where advisable the Success and Innovation stories can be produced on an opportunistic basis upon the direction of the COR. These success stories will be used for USAID’s communication needs, including speechwriting, newsletters, media interviews and public outreach. USAID/Ethiopia will provide templates for success stories;

d. present univariate and multivariate analyses of the beneficiaries attributes (yields, sales, exports, participation, investments, loans etc.) responses to interventions, significant learning gained over the implementation period, implications for future implementation.

e. identify lessons learned and recommended adjustments to approaches, activities, etc. that will improve performance.

The Selected Contractor will provide USAID/Ethiopia with an electronic copy of the products – studies, presentations, trip reports, technical reports – of all short-term consultants financed under the agreement.

The Selected Contractor must operate a website where public reports and relevant activity information can be disseminated.

11. Feed the Future Reports

As requested, the Selected Contractor will provide reports to the COR on:

a. Progress which includes activities, results, expenditures, challenges, lessons learned and opportunities.

b. Input data into the Feed the Future Monitoring System (FTFMS or AID tracker+).

12. Special Technical Reports

At the direction and timing of the COR, the Selected Contractor must prepare and present reports and presentations on topics as deemed relevant to ongoing events and conditions. These will include:

a. Descriptive and inferential statistical analyses of beneficiaries and their response to interventions.

b. Short term consultant reports will include brief summary of activities, findings, and deliverables along with but not as part of the progress and financial reports.

c. Responses for humanitarian relief matters.

d. Requests for information about the details about the value chains and USAID activities therein.

13. Closeout/Demobilization Plan

The Selected Contractor will submit a closeout/demobilization plan to the COR and CO 90 days prior to the completion date for approval. The demobilization plan will include a
property disposition plan, a plan for the phase-out of in-country operations, a delivery schedule for all remaining reports or other deliverables required under the contract, and a timetable for completing all required actions in the demobilization plan.

14. Final Report

The final report will be electronically sent to the COR. A draft will be submitted 60 days before the award end date, and a final copy 30 days before the end date. The final report will meet the requirements set forth in 22 CFR 226. It will cover the entire period of the award and include the cumulative results achieved, an assessment of the impact of the program, lessons learned and recommendations, notable impacts, and detailed financial information. It should be grounded in evidence and data. A copy of the final results will be filed with the Development Experience Clearinghouse at: http://dec.usaid.gov or http://www.DocSubmit@usaid.gov. The Contractor will electronically submit all data collected under the project, including baselines and results.

F.7 AIDAR 752.7005 Submission requirements for development experience documents.

(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:

(i) Describe the planning, design, implementation, evaluation, and results of development assistance; and

(ii) Are generated during the life cycle of development assistance programs or activities.)

The contractor must also submit copies of information products including training materials, publications, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

(A) Time-sensitive materials such as newsletters, brochures or bulletins.
(B) 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) Material 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.
(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. (See http://www.archives.gov/records-mgmt/initiatives/transfer-to-nara.html).

(2) Essential bibliographic information. Descriptive information is required for all contractor products submitted. The title page of all reports and information products must include the contract number(s), contractor name(s), name of the USAID contracting officer’s representative, the publication or issuance date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective or activity 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.8 PERSONNEL

The activity requires a set of long term and short term personnel to achieve project goals and objectives. The Selected Contractor is required to nominate candidates that meet the requirements listed below for long term Key Personnel. The Selected Contractor is also required to provide a list of local and international long term and Short Term Technical Assistance (STTA) Personnel. USAID will approve the key personnel and the STTA personnel.

F.8.1 Key Personnel:

Key personnel must be available within 15 days after contract signature to initiate the activity implementation in Ethiopia. The Offerors must submit signed letters of commitments by the proposed key personnel to work under the resultant contact. All changes in key personnel must be approved by the CO.

The following are considered Key Personnel positions:

i) Chief of Party;
ii) Technical Deputy Chief of Party;
iii) Finance and Admin Deputy Chief of Party;
iv) Crop Value Chain Advisor;
v) Livestock Value Chain Advisor
(i) Chief of Party

- Responsibilities: The Chief of Party leads the IP team and is therefore responsible for the performance of the activity. The COP represents the IP and all subcontractors to USAID, counterparts and beneficiaries. The COP formulates and implements the strategy and oversees the management of all planning, logistics, technical assistance, monitoring and evaluation, human resources, reporting, property, compliance, communications, and all other contractual obligations. The COP will collaborate and coordinate with other USAID and contractual donor teams.

- Minimal Qualifications:
  - Master’s degree in international development, agriculture, livestock management, economics or related field of study or have 7 years of work experience in agricultural development.
  - Minimum of 5 years of experience as a senior manager (Chief of Party, Deputy Chief-of-Party, Senior Program leader, Chief of Staff, or Country Director) in managing large (at least $15 million), complex agricultural development programs with a private sector/ multi-value chain development focus, preferably within Africa.
  - Experience collaborating across activities and strong communications and interpersonal skills, with ability to productively interact with a wide range and levels of organizations (government, private sector, other projects, and NGOs).

(ii) Deputy Chief or Party (DCOP) Technical:

- Responsibilities: The DCOP is second in charge of the IP’s team. The DCOP is primarily responsible for the technical assistance. The DCOP works closely with the COP on all matters, serving as Acting COP when necessary. As DCOP, the individual works with the technical advisors and staff to help develop the value chain strategy and then implement it. The DCOP will represent the activity to all counterparts.

- Minimum Qualifications:
  - Master’s degree in international development, agriculture, livestock management, nutrition, economics or related field of study or have 7 years of work experience in agricultural development.
  - Five years of experience in managing large (at least $8 million), complex agricultural development programs with a private sector/ multi-value chain development focus, preferably within Africa.
  - Excellent verbal and written communication skills. Significant experience in policy and institutional development and coordination skills.

(iii) Deputy Chief of Party (DCOP) Finance and Administration
- **Responsibilities:** The DCOP Finance and Administration manages the activity’s finances and administrative departments. The individual is responsible for ensuring that all budgets, reports, databases, procedures, plans, communications, property, security, human resources, compliance, legal, and related matters are consistent with USAID requirements.

- **Minimum Qualifications:**
  - Master’s Degree or 7 years of work experience in business administration, finance, law, compliance or related area of study
  - Five years of experience in managing complex activities of $15 M, preferably within the context of agricultural value chain development in Africa.
  - At least 5 years of accounting, financial management with additional grant administration experience preferred.
  - Excellent verbal and written communication skills.
  - Experience in computer based information and communications management.
  - Good knowledge of the management and coordination of GUCs is preferred.

(iv) **Crop Value Chain Advisor**

- **Responsibilities:** The Crop Value Chain Advisor will inform and implement the value chain development strategy. The individual will supervise staff and ensure that the quality of work leads to the achievement of the activity goals. The advisor will work closely with the other leadership team members to coordinate closely with all stakeholders to identify and resolve conflicts and to find opportunities to strengthen collaboration.

- **Minimum Qualifications:**
  - Master’s Degree in crop production, agriculture, agribusiness, agricultural economics or related field is required or 7 years work experience.
  - Five years of professional work experience in crop production and/or crop protection, or food security, value chain development including facilitation, agribusiness, marketing and financial services, private sector development, and/or enabling environment policy reforms.
  - Excellent verbal and written communication skills.
  - Advanced ICT skills.
  - Five years of experience with gender mainstreaming.

(v) **Livestock Value Chain Advisor**

- **Responsibilities:** The Livestock Value Chain Advisor will inform and implement the value chain development strategy. The individual will supervise staff and ensure that the quality of work leads to the achievement of the activity goals. The advisor will work closely with the other leadership team members to coordinate closely with all stakeholders to identify and resolve conflicts and to find opportunities to strengthen collaboration.
• Minimum Qualifications:
  o Master’s Degree in livestock management, agriculture, agribusiness, agricultural economics or related field is required or 7 years of work experience.
  o Five years of professional work experience in livestock production and/or protection, or food security, value chain development including facilitation, agribusiness, trade, marketing and financial service and private sector development.
  o Excellent verbal and written communication skills.
  o Advanced ICT skills.
  o Five years of experience with gender mainstreaming.

F.8.2 STTA:

USAID/Ethiopia recognizes the need for short-term technical assistance (STTA) to complement the skills and enhance the work of local staff. It is the preference of USAID/Ethiopia that, to the extent possible, the Selected Contractor engages short-term technical assistance resources available locally (in the East or Southern Africa Region) and actively promotes technical assistance from one developing country to another to foster diplomatic, business, and cultural cooperation and to minimize travel costs.

As designated by the Contracting Officer, the COR will be responsible for the proper usage of STTA under this contract. All proposed STTA personnel and their rates in the final proposal are approved for use under this contract. Any changes to proposed STTA personnel must receive prior COR approval before their usage under this contract. The Selected Contractor shall be required to provide complete biodata sheets and a SOW for review and approval by COR. No rates above the CST are allowable under this contract. Within the limits provided under F.9, STTA are allowed to work a six day work week without premium.

F.9 AUTHORIZED WORK DAY / WEEK

The Selected Contractor is authorized to work five days in a week up to 40 hours of work in a week. However, a 6-day workweek may be allowed for the short-term Expat consultants not exceeding 120 days with prior written approval of the COR but no premium pay will be paid for sixth day.

[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 this Contract and notwithstanding 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 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)
(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The 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 will be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

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

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

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Description</th>
<th>Amount vouchered to date</th>
<th>Amount vouchered this period</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Product/Service Description $ XXXX XX</td>
<td>$ XXXX XX</td>
<td></td>
</tr>
<tr>
<td>002</td>
<td>Product/Service Description XXXX.XX</td>
<td>YYYY YY</td>
<td></td>
</tr>
<tr>
<td>Tot</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(2) The fiscal report will 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 will 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 will 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 will 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.3 ADMINISTRATIVE CONTRACTING OFFICE
The Administrative Contracting Office is the:
USAID/Ethiopia
Office of Acquisition and Assistance
Entoto Road,
Addis Ababa, Ethiopia

G.4 CONTRACTING OFFICER’S REPRESENTATIVE (COR)
The Contracting Officer’s Representative will be designated separately by a letter from the Contracting Officer.

G.5 CONTRACTOR POINT OF CONTACT
(To be filled upon award of contract)

G.6 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 will 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.

(7) Review and approve Scopes of Work for Short-Term Technical Assistance.

(8) Approval of travel plans/requirements as designated by Contracting Officer

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 will be made only by the Contracting Officer.

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

(d) In the absence of the designated COR, the designated Alternate COR will act on his/her behalf.

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

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

G.7 PAYING OFFICE
The paying office for this contract is Controller, USAID/Ethiopia.

G.8 INVOICING INSTRUCTIONS:
One (1) original of each invoice will be submitted on an SF-1034 Public Voucher for Purchases and Services Other Than Personal to:
Office of Financial Management,
USAID/Ethiopia,
Entoto Road
US Embassy
P. O. Box 1014
Addis Ababa, Ethiopia

One copy of the voucher and the invoice will also be submitted to the Contracting Officer and the COR.

Electronic submission of invoices is encouraged. The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe to USAID/Ethiopia’s Office of Financial Management: E-mail to addispaymentsectionofm@usaid.gov.

If submitting invoices electronically, do not send a paper copy.

G.9 ACCOUNTING AND APPROPRIATION DATA
TBD at time of contract award.
G.10 VAT REIMBURSEMENT PROCEDURES
VAT reimbursement requests should be made in accordance with the claim procedures listed. (To be provided at time of award)

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

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>FEDERAL ACQUISITION REGULATION (48 CFR Chapter</td>
<td></td>
</tr>
<tr>
<td>1)</td>
<td>AIDAR 48 CFR Chapter 7</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>752.7027 PERSONNEL</td>
<td>DEC 1990</td>
</tr>
</tbody>
</table>

H.2 AIDAR 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.” 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.3  AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)
The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

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

H.4  AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JUL 2007)
(a) Contractor must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) Exceptions.
(i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.
(ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.
(c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by contractor employees overseas.

H.5  AUTHORIZED GEOGRAPHIC CODE
The authorized geographic code for procurement of goods and services under this contract is 935 subject to section H.2 above. The cooperating country is an eligible source for procuring goods and services as provided under ADS Chapter 311.

H.6  NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES
The Contractor is hereby authorized to purchase the following equipment and/or resources: TBD based on the successful Contractor’s proposal.

H.7  LOGISTIC SUPPORT
The Contractor will be responsible for furnishing all logistic support in the United States and overseas.

In addition, and in accordance with the post policy as from time-to-time amended, the Mission
may help the contractor:

- Provide custom and/or tax exemption certificates for overseas hired Key Personnel and Long term Expatriate Staff for UAB, HHE, POV, office and residential furniture, appliances, equipment, hotels;
- May provide letters to facilitate the Contractor’s establishing bank accounts, registration, obtaining visas,

H.8 LANGUAGE REQUIREMENTS
The Contractor must ensure that, when necessary to perform the work, Contractor employees and consultants have the appropriate level of skill in written and spoken English.

H.9 AIDAR 752.7007: PERSONNEL COMPENSATION (JUL 2007)
(i) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract.

(a) Limitations:

(1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which will be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Contracting Officer, exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.

(2) Compensation (i.e., the employee’s base annual salary plus overseas recruitment incentive, if any) which exceeds the maximum rate for agencies without a certified SES performance appraisal system, as published in the Federal Register, will be reimbursed only with the approval of the Contracting Officer, as prescribed in 731.205-6(d) or 731.371(b), as applicable.

(b) Salaries during Travel:
Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(c) Return of Overseas Employees:
Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable non-performance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.

(d) Annual Salary Increases:
One annual increase salary increase not more than 5% (COLA, %, or Company Policy) (includes promotional increase) may be granted after the employee’s completion of each twelve-month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary rate described in AAPD 06-03 may be granted only with the advance written approval of the Contracting Officer.
(e) Consultants:
No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer; and if such provision has been made or approval given, compensation will not exceed 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three (3) years or 2) the maximum salary rate of Agencies Without a Certified Performance Appraisal System (AWCPAS), whichever is less.

(f) Initial Salaries:
The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. (Any initial starting salaries included in the contractor's best and final and accepted during negotiations, are deemed approved upon contract execution).

NOTE: The hourly rate for an AWCPAS is determined by dividing the annual compensation by 2080 hours. The daily rate is determined by multiplying the hourly rate by 8 hours. Any Approvals issued pursuant to the above sections will be retained by the Contractor for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and will not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less.

(g) Work Week:
(1) Non-overseas Employees. The length of the contractor's U.S. non-overseas employees’ workday will be in accordance with the contractor's established policies and practices and will not be less than 8 hours per day and 40 hours per week.

(2) Overseas Employees. The work week for the Contractor's overseas employees will not be less than 40 hours and will be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperating Country associated with the work of this contract.

(h) Definitions:
As used in this contract, the terms "salaries" and "wages" mean the periodic remuneration received for professional or technical personal services rendered. Unless the contract states otherwise, these terms do not include any other elements of personal compensation described in the cost principle in FAR 31.205-6 "Compensation for Personal Services," such as (but not limited to) the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028). The term "compensation" is defined in FAR 31.205-6(a) and includes fees and honoraria related to the personal services provided under this contract, but excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

H.10 AIDAR 722.170 EMPLOYMENT OF THIRD COUNTRY NATIONALS (TCN’S) AND COOPERATING COUNTRY NATIONALS (CCN’S).
(a) General. It is USAID policy that cooperating country nationals (CCNs) and third country nationals (TCNs), who are hired abroad for work in a cooperating country under USAID-direct contracts, generally be extended the same benefits, and be subject to the same restrictions as TCNs and CCNs employed by the USAID Mission. Exceptions to this policy may be granted either by the Mission Director or the Assistant Administrator having program responsibility for the project. (TCN's and CCN's who are hired to work in the United States will be extended benefits and subject to restrictions on the same basis as U.S. citizens who work in the United States.)
(b) Compensation. Compensation, including merit or promotion increases paid to TCN's and CCN's may not, without the approval of the Mission Director or the Assistant Administrator having program responsibility for the project, exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by the USAID Mission. Unless otherwise authorized by the Mission Director or the Assistant Administrator having program responsibility for the project, the compensation of such TCN and CCN employees will be paid in the currency of the cooperating country.

(c) Allowances and differentials. TCN's and CCN's, hired abroad for work in a cooperating country, are not eligible for allowances or differentials under USAID-direct contracts, unless authorized by the Mission Director or the Assistant Administrator having program responsibility for the project.

Country and security clearances. The contractor will insure that the necessary clearances, including security clearances, if required, have been obtained for TCN and CCN employees in accordance with any such requirements set forth in the contract or required by the USAID Mission, prior to the TCN or CCN starting work under the contract.

(d) Physical fitness. Contractors are required to insure that prospective TCN and CCN employees are examined prior to employment to determine whether the prospective employee meets the minimum physical requirements of the position and is free from any contagious disease.

(e) Workweek, holidays, and leave. The workweek, holidays, and leave for TCN and CCN employees will be the same as for all other employees of the contractor, under the terms of the contract; however, TCN and CCN employees are not eligible for home leave or military leave unless authorized by the Mission Director or the Assistant Administrator having program responsibility for the project.

(f) Travel and transportation for TCN's and CCN's. Travel and transportation will be provided TCN and CCN employees on the same basis as for all other employees of the contractor, under the terms of the contract.

(g) Household effects and motor vehicles. USAID will not provide household effects to TCN and CCN employees; such employees may ship their household effects and motor vehicles to their place of employment on the same basis as for all other employees of the contractor, under the terms of the contract unless they are residents of the cooperating country.

H.11 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)
The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. A list of these names can be found at the web site of the Office of Foreign Assets Control (OFAC) with the Department of Treasury. That web site is http://treasury.gov/ofac. It is the responsibility of the contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract.
H.12 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)
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" or as approved by the CO.

H.13 REPORTING OF FOREIGN TAXES (July 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 and email.
(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 is 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 reported in the report for Lesotho (or South Africa).
(6) Any reimbursements received by the contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
(7) Report is required even if the contractor did not pay any taxes during the report period.
(8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

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

(d) Where. Submit the reports to:

Office of Financial Management
USAID/Ethiopia
American Embassy
Entoto Road
Addis Ababa

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

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

H.14 USAID DISABILITY POLICY - (DEC 2004)
(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:


(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.15 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)
Prior written approval by the contracting officer, 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 must therefore present to the contracting officer or the contracting officer's representative, 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 contracting officer's or contracting officer's representative's (if delegated by the contracting officer) prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor must notify the cognizant Mission, with a copy to the contracting officer or contracting officer's representative, of planned travel, identifying the travelers and the dates and times of arrival.

H.16 AIDAR 752.245.71 TITLE TO AND CARE OF PROPERTY
In accordance with clause 752-245.71 incorporated by reference in Section I, the Contracting Officer hereby designates the Contractor to keep control and custody of all non-expendable property purchased under this contract. Disposition of property will be as directed by the Contracting Officer. Reporting requirement will be in accordance with AIDAR Clause 752.245.70 Government Property – USAID Reporting Requirements.

H.17 CONFLICTS OF INTEREST
Any concerns/issues related to Organizational Conflict of Interest prior to or during the performance of this contract must be brought to the attention of the Contracting Officer as soon
as it appears. See CIB 99- 17:

H.18 ENVIRONMENTAL COMPLIANCE

1. The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID’s activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID’s Automated Directives System (ADS) Parts 201.5.10g and 204 (http://www.usaid.gov/policy/ads/200/), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Contractor environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFP.

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

3. No activity funded under this contract 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). (Hereinafter, such documents are described as “approved Regulation 216 environmental documentation.”)

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

5. If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it will prepare an amendment to the documentation for USAID review and approval. No such new activities will be undertaken prior to receiving written USAID approval of environmental documentation amendments.

6. Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation will be halted until an amendment to the documentation is submitted and written approval is received from USAID.

7. When the approved Regulation 216 documentation is (1) an IEE that contains one or more Negative Determinations with conditions and/or (2) an EA, the contractor will:

Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP), the contractor will prepare an EMMP describing how the contractor will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP will include monitoring the implementation of the conditions and their effectiveness.
Integrate a completed EMMP into the initial work plan.
Integrate an EMMP into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.

8. Cost and technical proposals must reflect IEE or EA preparation costs and approaches.

9. Contractor will be expected to comply with all conditions specified in the approved IEE and/or EA.

10. If an IEE, as developed by the contractor and approved by USAID, includes a Positive Determination for one or more activities, the contractor/recipient will be required to develop and submit an EA addressing these activities.

11. 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 proposal their approach to achieving environmental compliance and management, to include:

   • The Offeror’s approach to developing and implementing an IEE or EA or environmental review process for a grant fund and/or an EMMP.
   
   • 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. For the purposes of this solicitation, contractors may reflect illustrative costs for environmental compliance, implementation and monitoring in their cost proposal.

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

a. 22 CFR 216. Title 22 of the Code of Federal Regulations, Part 216 dated October 9, 1980, codifies USAID’s environmental procedures (cited as 22 CFR 216). These are USAID’s environmental procedures and are sometimes referred to colloquially as Regulation 16 or Regulation 216.

b. 42 USC 4371, et seq., the National Environmental Policy Act (NEPA).

c. 40 CFR 1500, the Federal Regulation governing implementation of NEPA


e. Executive Order 12114 dated January 4, 1979, sets forth environmental impact review requirements of Federal agency actions outside the United States.
f. Section 117 of the Foreign Assistance Act (FAA) of 1961, as amended, requires USAID to have appropriate environmental impact assessment procedures. 22 CFR 216 has been determined by Congress to meet the requirements set forth in FAA, Section 117.

g. Section 118(c) of the Foreign Assistance Act (FAA) of 1961, as amended concerning the application of USAID’s environmental procedures to activities involving tropical forests and meeting requirements for waiving prohibitions on certain types of activities.

h. Section 119(g) of the Foreign Assistance Act (FAA) of 1961, as amended concerning ensuring USAID’s environmental procedures appropriately take into account endangered species.

H.19 AIDAR 752.7013 CONTRACTOR-MISSION RELATIONSHIPS (OCT 1989)

(a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility, which this entails.

(b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, he/she is responsible for the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the contract, it will be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party will keep the Mission Director currently informed of the progress of the work under the contract.

(c) In the event the conduct of any Contractor employee is not in accordance with the preceding paragraphs, the contractor’s Chief of Party will consult with the Mission Director and the employee involved and will recommend to the Contractor a course of action with regard to such employee.

(d) The parties recognize the right of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this contract of any third country national or cooperating country national when, at the discretion of the Ambassador, the interests of the United States so require. Under these circumstances termination of an employee and replacement by an acceptable substitute will be at no cost to USAID.

(e) If it is determined that the services of such employee will be terminated, the Contractor will use its best efforts to cause the return of such employee to the United States or point of origin as appropriate.

(The following paragraph (f) is applicable if the contract is with an educational institution:)

(f) It is understood by the parties that the Contractor’s responsibilities will not be restrictive of academic freedom. Notwithstanding these academic freedoms, the Contractor’s employees, while in the Cooperating Country, are expected to show respect for its conventions, customs, and institutions, to abide by applicable laws and regulations, and not
to interfere in its internal political affairs.

H.20 DISCLOSURE OF INFORMATION

(a) Contractors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM or The Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.

(2) Freedom of Information Act of 1981: Pursuant to this Act, the public is entitled to request information from Agency contract files. As a general rule, information will be disclosed except:

(i) Information submitted in response to a Request for Proposal, prior to award of the contract or other instrument, or amendments thereto.

(ii) Information properly classified or administratively controlled by the Government.

(iii) Information specifically exempted from disclosure under the Freedom of Information Act. Upon award of contracts resulting from this solicitation, the Government will disclose, use or duplicate any information submitted in response to the solicitation to the extent provided in the contract and as required by the Freedom of Information Act.

(b) Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

(c) In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors will be under the supervision of the Contractor or the Contractor's responsible employees.

Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, will be guilty of a crime punishable by a fine of up to $10,000, or imprisoned up to ten (10) years, or both.
H.21 CONSENT TO SUBCONTRACT:
In accordance with Contract FAR clause 52.244-2, Subcontracts, the Contracting Officer consents to award of subcontracts as proposed in the Contractor’s proposal which resulted in the award of this Contract to the following firms for the products or services specified here:

<table>
<thead>
<tr>
<th>Contractor name</th>
<th>Services to be provided</th>
<th>Amount</th>
</tr>
</thead>
</table>

The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any subcontracts requiring consent but not listed here.

H.22 NONDISCRIMINATION (June 2012)
FAR Part 27 and the clauses prescribed in that part prohibit contractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices.

USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran’s status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of harassment, either sexual or nonsexual, of any employee or applicant for employment. Contractors are required to comply with the nondiscrimination requirements of the FAR.

In addition, the Agency strongly encourages all its contractors (at all tiers) to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection on these expanded bases, subject to applicable law.

H.23 CONFERENCE PLANNING AND REQUIRED APPROVALS (August 2013)
The contractor must obtain USAID approval prior to committing costs related to conferences funded in whole or in part with USAID funds where:

1. Twenty (20) or more USAID employees are expected to attend.

2. The net conference expense funded by USAID will exceed $100,000 (excluding salary of employees), regardless of the number of USAID participants.

A conference is defined as a seminar, meeting, retreat, symposium, workshop, training activity or other such event that requires temporary duty travel of USAID employees. For the purpose of this policy, an employee is defined as a U.S. direct hire; personal services contractor, including U.S. PSCs, Foreign Service National (FSN)/Cooperating Country National (CCN) and Third Country National (TCN); or a Federal employee detailed to USAID from another government agency.

Conferences approved at the time of award will be incorporated into the award. Any subsequent requests for approval of conferences must be submitted by the contractor to the USAID COR. The COR will obtain the required agency approvals and communicate such approvals to the contractor in writing. The request for conference approval must include:

- A brief summary of the proposed event;
- A justification for the conference and alternatives considered, e.g., teleconferencing and...
videoconferencing;
- The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);
- A list of USAID employees attending and a justification for each; and the number of other USAID-funded participants (e.g., institutional contractors);
- The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;
- If meals will be provided to local employees (a local employee would not be in travel status), a determination that the meals are a necessary expense for achieving Agency objectives; and
- A certification that strict fiscal responsibility has been exercised in making decisions regarding conference expenditures, the proposed costs are comprehensive and represent the greatest cost advantage to the U.S. Government, and that the proposed conference representation has been limited to the minimum number of attendees necessary to support the Agency’s mission.

H.24 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION

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/ipnforacquisitions/.

“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.

H.25 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.

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

[End of Provision]

**H.26 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.27  AAPD 12-01 DEFENSE BASE ACT (DBA) INSURANCE FOR 2010-2015
Pursuant to ADS 302.3.5.8, this AAPD announces that USAID executed a contract for DBA insurance with AWAC. Policies written under the prior contract with Fidelity and Casualty of New York will continue in force until their expiration. The rates in this AAPD were effective March 1, 2010.

Below find the applicable rates and contact information for DBA coverage under the AWAC contract:

A. RATES
There are three different rates, depending on the nature of the services provided. If a contract contains more than one of the services listed below, the premium will be distributed proportionally to the amount of overseas employee remuneration estimated for each category.

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Period of Performance</th>
<th>Services</th>
<th>Construction</th>
<th>Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Period</td>
<td>3/1/10 – 2/29/12</td>
<td>$2.00</td>
<td>$4.50</td>
<td>$7.50</td>
</tr>
<tr>
<td>Option 1</td>
<td>3/1/12 – 2/28/13</td>
<td>$2.00</td>
<td>$4.50</td>
<td>$7.50</td>
</tr>
<tr>
<td>Option 2</td>
<td>3/1/13 – 2/28/14</td>
<td>$2.00</td>
<td>$4.50</td>
<td>$7.50</td>
</tr>
<tr>
<td>Option 3</td>
<td>3/1/14 – 2/28/15</td>
<td>$2.00</td>
<td>$4.50</td>
<td>$7.50</td>
</tr>
</tbody>
</table>

The rates are per $100 of contractors’ overseas employee remuneration. “Overseas employee remuneration” means the salary of an employee eligible for DBA coverage earned overseas and includes

- Overseas recruitment incentive,
- Post differential, and
• Danger pay,

But excludes
• Per diem,
• Housing allowance,
• Travel expenses,
• Temporary quarters allowance,
• Education allowance, and
• Any other miscellaneous post allowances

Any changes in the amount of remuneration paid during the term of the policy will result in corresponding changes to the amount of the premium.

B. OBTAINING DBA COVERAGE

Contractors must apply for coverage directly to AON Risk Insurance Services Inc., the agent for AWAC DBA Insurance, at one of the following offices:

(1) AON Risk Insurance Services West, Inc.
199 Fremont St., Suite 1400
San Francisco, CA 94105
Hours: 8:30 A.M. to 5:00 PM, Pacific Time
Primary Contact: Fred Robinson
Phone: (415) 486-7516
Fax: (415) 486-7059
Email: Fred.Robinson@aon.com
Secondary Contact: Angela Falcone
Phone: (415) 486-7000
Email: Angela.Falcone@aon.com

OR

(2) AON Risk Insurance Services East, Inc.
1120 20th St., N.W., Suite 600
Washington D.C. 20036
Hours: 8:30 A.M. to 4:00 P.M., Eastern Time
Primary Contact: Ellen Rowan
Phone: (202) 862-5306
Fax: (202) 429-8530
Email: Ellen.Rowan@aon.com
Secondary Contact: Chris Thompson
Phone: (202) 862-5302
Email: Chris.Thompson@aon.com

Applicants request coverage by completing Attachment I, “Application for Defense Base Act Insurance.” Submit a faxed copy to either AON office or e-mail an executed application to usaiddbains@aon.com.
C. FORMS/REPORTS


D. NOTICE OF EXCLUSION OF MEDICAL EVACUATION COVERAGE

Pursuant to AIDAR 752.228-70, medical evacuation insurance is a separate insurance requirement for overseas performance of USAID contracts and the Defense Base Act insurance addressed herein does not provide coverage for medical evacuation.

E. WAIVERS FOR THIRD COUNTRY AND LOCAL NATIONALS

Attachment I identifies the USAID DBA Waiver List for Third Country Nationals (TCNs) and Cooperating Country Nationals (CCNs).

**POINT OF CONTACT:**

Name: Barry Cohen, M/OAA/E
Phone: (202) 567-4629
Email: bcohen@usaid.gov

H.28 752.228-3 WORKERS COMPENSATION INSURANCE (DEFENCE BASE ACT)

(a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID’s DBA insurance carrier unless the Contractor has a DBA self-insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.

(b) If USAID or the Contractor has secured a waiver of DBA coverage (see AIDAR 728.305-70(a)) for contractor’s employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker’s compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee’s native country, whichever offers greater benefits.

(c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen’s compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

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

Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may
be accessed electronically at this address: http://farsite.hill.af.mil/vffara.htm.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.202-1</td>
<td>DEFINITIONS</td>
<td>NOV 2013</td>
</tr>
<tr>
<td>52.203-3</td>
<td>GRATUITIES</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.203-5</td>
<td>COVENANT AGAINST CONTINGENT FEES</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.203-6</td>
<td>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT</td>
<td>SEP 2006</td>
</tr>
<tr>
<td>52.203-7</td>
<td>ANTI-KICKBACK PROCEDURES</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.203-8</td>
<td>CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.203-10</td>
<td>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.203-12</td>
<td>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</td>
<td>OCT 2010</td>
</tr>
<tr>
<td>52.203-13</td>
<td>CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT</td>
<td>OCT 2015</td>
</tr>
<tr>
<td>52.203-17</td>
<td>CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS</td>
<td>APR 2014</td>
</tr>
<tr>
<td>52.204-4</td>
<td>PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER</td>
<td>MAY 2011</td>
</tr>
<tr>
<td>52.204-5</td>
<td>WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)</td>
<td>OCT 2014</td>
</tr>
<tr>
<td>52.204-10</td>
<td>REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS</td>
<td>OCT 2015</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td>Date</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>52.204-12</td>
<td>DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE</td>
<td>DEC 2012</td>
</tr>
<tr>
<td>52.204-13</td>
<td>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE</td>
<td>JUL 2013</td>
</tr>
<tr>
<td>52.204-18</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE</td>
<td>JUL 2015</td>
</tr>
<tr>
<td>52.209-6</td>
<td>PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FORDEBARMENT</td>
<td>OCT 2015</td>
</tr>
<tr>
<td>52.209-9</td>
<td>UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS</td>
<td>JUL 2013</td>
</tr>
<tr>
<td>52.209-10</td>
<td>PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS</td>
<td>NOV 2015</td>
</tr>
<tr>
<td>52.211-15</td>
<td>DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS.</td>
<td>APR 2008</td>
</tr>
<tr>
<td>52.215-2</td>
<td>AUDIT AND RECORDS--NEGOTIATION</td>
<td>OCT 2010</td>
</tr>
<tr>
<td>52.215-8</td>
<td>ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT</td>
<td>OCT 1997</td>
</tr>
<tr>
<td>52.215-10</td>
<td>PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA</td>
<td>AUG 2011</td>
</tr>
<tr>
<td>52.215-11</td>
<td>PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS</td>
<td>AUG 2011</td>
</tr>
<tr>
<td>52.215-12</td>
<td>SUBCONTRACTOR CERTIFIED COST OR PRICING DATA</td>
<td>OCT 2010</td>
</tr>
<tr>
<td>52.215-13</td>
<td>SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS</td>
<td>OCT 2010</td>
</tr>
<tr>
<td>52.215-14</td>
<td>INTEGRITY OF UNIT PRICES</td>
<td>OCT 2010</td>
</tr>
<tr>
<td>52.215-15</td>
<td>PENSION ADJUSTMENTS AND ASSET REVERSIONS</td>
<td>OCT 2010</td>
</tr>
<tr>
<td>52.215-17</td>
<td>WAIVER OF FACILITIES CAPITAL COST OF MONEY</td>
<td>OCT 1997</td>
</tr>
<tr>
<td>52.215-18</td>
<td>REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS</td>
<td>JUL 2005</td>
</tr>
<tr>
<td>52.215-21</td>
<td>REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS</td>
<td>OCT 2010</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>52.216-7</td>
<td>ALLOWABLE COST AND PAYMENT JUN 2013</td>
<td></td>
</tr>
<tr>
<td>52.216-8</td>
<td>FIXED-FEE JUN 2011</td>
<td></td>
</tr>
<tr>
<td>52.217-8</td>
<td>OPTION TO EXTEND SERVICES NOV 1999</td>
<td></td>
</tr>
<tr>
<td>52.219-9</td>
<td>SMALL BUSINESS SUBCONTRACTING PLAN OCT 2015</td>
<td></td>
</tr>
<tr>
<td>52.219-14</td>
<td>LIMITATION ON SUBCONTRACTING NOV 2011</td>
<td></td>
</tr>
<tr>
<td>52.219-16</td>
<td>LIQUIDATED DAMAGES - SUBCONTRACTING PLAN JAN 1999</td>
<td></td>
</tr>
<tr>
<td>52.222-1</td>
<td>NOTICE TO THE GOVERNMENT OF LABOR DISPUTES FEB 1997</td>
<td></td>
</tr>
<tr>
<td>52.222-2</td>
<td>PAYMENT OF OVERTIME PREMIUMS JUL 1990</td>
<td></td>
</tr>
<tr>
<td>52.222-3</td>
<td>CONVICT LABOR JUN 2003</td>
<td></td>
</tr>
<tr>
<td>52.222-4</td>
<td>CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION MAY 2014</td>
<td></td>
</tr>
<tr>
<td>52.222-20</td>
<td>CONTRACTS FOR MATERIALS, SUPPLIER, ARTICLES AND EQUIPMENT EXCEEDING $15,000. MAY 2014</td>
<td></td>
</tr>
<tr>
<td>52.222-21</td>
<td>PROHIBITION OF SEGREGATED FACILITIES APR 2015</td>
<td></td>
</tr>
<tr>
<td>52.222-26</td>
<td>EQUAL OPPORTUNITY APR 2015</td>
<td></td>
</tr>
<tr>
<td>52.222-50</td>
<td>COMBATING TRAFFICKING IN PERSONS MAR 2015</td>
<td></td>
</tr>
<tr>
<td>52.222-51</td>
<td>EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARD TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT-REQUIREMENTS MAY 2014</td>
<td></td>
</tr>
<tr>
<td>52.222-54</td>
<td>EMPLOYMENT ELIGIBILITY VERIFICATION OCT 2015</td>
<td></td>
</tr>
<tr>
<td>52.222-55</td>
<td>MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 DEC 2014</td>
<td></td>
</tr>
<tr>
<td>52.223-2</td>
<td>AFFIRMATIVE PROCUREMENT OF BIO BASED PRODUCTS UNDER SERVICE CONSTRUCTION CONTRACTS SEP 2013</td>
<td></td>
</tr>
<tr>
<td>52.223-3</td>
<td>HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN 1997</td>
<td></td>
</tr>
<tr>
<td>52.223-5</td>
<td>POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION MAY 2011</td>
<td></td>
</tr>
<tr>
<td>52.223-6</td>
<td>DRUG-FREE WORKPLACE MAY 2001</td>
<td></td>
</tr>
<tr>
<td>52.223-18</td>
<td>ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING AUG 2011</td>
<td></td>
</tr>
<tr>
<td>52.225-13</td>
<td>RESTRICTIONS ON CERTAIN FOREIGN PURCHASES</td>
<td>JUN 2008</td>
</tr>
<tr>
<td>52.225-14</td>
<td>INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT</td>
<td>FEB 2000</td>
</tr>
<tr>
<td>52.225-19</td>
<td>CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES</td>
<td>MAR 2008</td>
</tr>
<tr>
<td>52.227-14</td>
<td>RIGHTS IN DATA--GENERAL</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.228-4</td>
<td>WORKERS’ COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.228-7</td>
<td>INSURANCE--LIABILITY TO THIRD PERSONS</td>
<td>MAR 1996</td>
</tr>
<tr>
<td>52.230-3</td>
<td>DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES</td>
<td>OCT 2015</td>
</tr>
<tr>
<td>52.230-4</td>
<td>DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES CONCERNS</td>
<td>OCT 2015</td>
</tr>
<tr>
<td>52.230-5</td>
<td>COST ACCOUNTING STANDARDS – EDUCATIONAL INSTITUTION</td>
<td>OCT 2015</td>
</tr>
<tr>
<td>52.230-6</td>
<td>ADMINISTRATION OF COST ACCOUNTING STANDARDS</td>
<td>JUN 2010</td>
</tr>
<tr>
<td>52.232-9</td>
<td>LIMITATION ON WITHHOLDING OF PAYMENTS</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.232-17</td>
<td>INTEREST</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.232-18</td>
<td>AVAILABILITY OF FUNDS</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.232-20</td>
<td>LIMITATION OF COST</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.232-22</td>
<td>LIMITATION OF FUNDS</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.232-23</td>
<td>ASSIGNMENT OF CLAIMS</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.232-25</td>
<td>PROMPT PAYMENT</td>
<td>JUL 2013</td>
</tr>
<tr>
<td>52.232-33</td>
<td>PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT</td>
<td>JUL 2013</td>
</tr>
<tr>
<td>52.232-35</td>
<td>DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION</td>
<td>JUL 2013</td>
</tr>
<tr>
<td>52.232-36</td>
<td>PAYMENT BY THIRD PARTY</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.232-39</td>
<td>UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS</td>
<td>JUN 2013</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td>Date</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
<td>----------</td>
</tr>
<tr>
<td>52.232-40</td>
<td>PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS</td>
<td>DEC 2013</td>
</tr>
<tr>
<td>52.233-1</td>
<td>DISPUTES</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.233-3</td>
<td>PROTEST AFTER AWARD ALTERNATE I</td>
<td>AUG 1996 JUN 1985</td>
</tr>
<tr>
<td>52.233-4</td>
<td>APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM</td>
<td>OCT 2004</td>
</tr>
<tr>
<td>52.237-2</td>
<td>PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.237-3</td>
<td>CONTINUITY OF SERVICES</td>
<td>JAN 1991</td>
</tr>
<tr>
<td>52.237-7</td>
<td>INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE</td>
<td>JAN 1997</td>
</tr>
<tr>
<td>52.237-9</td>
<td>WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.239-1</td>
<td>PRIVACY OR SECURITY SAFEGUARDS</td>
<td>AUG 1996</td>
</tr>
<tr>
<td>52.242-1</td>
<td>NOTICE OF INTENT TO DISALLOW COSTS</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.242-2</td>
<td>PRODUCTION PROGRESS REPORTS</td>
<td>APR 1991</td>
</tr>
<tr>
<td>52.242-3</td>
<td>PENALTIES FOR UNALLOWABLE COSTS</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.242-4</td>
<td>CERTIFICATION OF FINAL INDIRECT COSTS</td>
<td>JAN 1997</td>
</tr>
<tr>
<td>52.242-13</td>
<td>BANKRUPTCY</td>
<td>JUL 1995</td>
</tr>
<tr>
<td>52.243-7</td>
<td>NOTIFICATION OF CHANGES</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.244-2</td>
<td>SUBCONTRACTS</td>
<td>OCT 2010</td>
</tr>
<tr>
<td>52.244-5</td>
<td>COMPETITION IN SUBCONTRACTING</td>
<td>DEC 1996</td>
</tr>
<tr>
<td>52.244-6</td>
<td>SUBCONTRACTS FOR COMMERCIAL ITEMS</td>
<td>OCT 2015</td>
</tr>
<tr>
<td>52.245-1</td>
<td>GOVERNMENT PROPERTY</td>
<td>APR 2012</td>
</tr>
<tr>
<td>52.245-9</td>
<td>USE AND CHARGES</td>
<td>APR 2012</td>
</tr>
<tr>
<td>52.246-25</td>
<td>LIMITATION OF LIABILITY—SERVICES</td>
<td>FEB 1997</td>
</tr>
<tr>
<td>52.247-63</td>
<td>PREFERENCE FOR U.S.-FLAG AIR CARRIERS</td>
<td>JUN 2003</td>
</tr>
<tr>
<td>52.247-68</td>
<td>REPORT OF SHIPMENT (REPSHIP)</td>
<td>FEB 2006</td>
</tr>
<tr>
<td>52.249-6</td>
<td>TERMINATION (COST-REIMBURSEMENT)</td>
<td>MAY 2004</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td>Date</td>
</tr>
<tr>
<td>-------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>52.249-14</td>
<td>EXCUSABLE DELAYS</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.250-5</td>
<td>SAFETY Act – EQUITABLE ADJUSTMENT</td>
<td>FEB 2009</td>
</tr>
<tr>
<td>52.251-1</td>
<td>GOVERNMENT SUPPLY SOURCE</td>
<td>APR 2012</td>
</tr>
<tr>
<td>52.251-2</td>
<td>INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES</td>
<td>JAN 1991</td>
</tr>
<tr>
<td>52.253-1</td>
<td>COMPUTER GENERAL FORMS</td>
<td>JAN 1991</td>
</tr>
<tr>
<td>52.248-1</td>
<td>VALUE ENGINEERING</td>
<td>OCT 2010</td>
</tr>
<tr>
<td>752.202-1</td>
<td>DEFINITIONS</td>
<td>JAN 1990</td>
</tr>
<tr>
<td>752.209-71</td>
<td>ORGANIZATIONAL CONFLICT OF INTEREST</td>
<td>JUN 1993</td>
</tr>
<tr>
<td>752.211-70</td>
<td>LANGUAGE AND MEASUREMENT</td>
<td>JUN 1992</td>
</tr>
<tr>
<td>752.226.3</td>
<td>LIMITATIONS ON SUBCONTRACTING</td>
<td>JUN 1993</td>
</tr>
<tr>
<td>752.227-14</td>
<td>RIGHTS IN DATA</td>
<td>OCT 2007</td>
</tr>
<tr>
<td>752.228-7</td>
<td>INSURANCE-LIABILITY TO THIRD PERSONS</td>
<td>MAR 1996</td>
</tr>
<tr>
<td>752.228-70</td>
<td>MEDICAL EVACUATION (MEDVAC) SERVICES (AAPD 06-01)</td>
<td>JUL 2007</td>
</tr>
<tr>
<td>752.245-70</td>
<td>GOVERNMENT PROPERTY – USAID REPORTING REQUIREMENTS</td>
<td>JUL 1997</td>
</tr>
<tr>
<td>752.7001</td>
<td>BIOGRAPHICAL DATA</td>
<td>JUL 1997</td>
</tr>
<tr>
<td>752.7002</td>
<td>TRAVEL AND TRANSPORTATION</td>
<td>JAN 1990</td>
</tr>
<tr>
<td>752.7003</td>
<td>DOCUMENTATION FOR PAYMENT</td>
<td>NOV 1998</td>
</tr>
<tr>
<td>752.7006</td>
<td>NOTICES</td>
<td>APR 1984</td>
</tr>
<tr>
<td>752.7010</td>
<td>CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY</td>
<td>APR 1984</td>
</tr>
<tr>
<td>752.7011</td>
<td>ORIENTATION AND LANGUAGE TRAINING</td>
<td>APR 1984</td>
</tr>
<tr>
<td>752.7014</td>
<td>NOTICE OF CHANGES IN TRAVEL REGULATIONS</td>
<td>JAN 1990</td>
</tr>
<tr>
<td>752.7025</td>
<td>APPROVALS</td>
<td>APR 1984</td>
</tr>
<tr>
<td>752.7028</td>
<td>DIFFERENTIALS AND ALLOWANCES</td>
<td>JUL 1996</td>
</tr>
</tbody>
</table>
1.1. FAR 52.203-99, PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (APR 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VI I, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Provision)

1.2 AIDAR 752.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS

The Foreign Assistance Act calls for USAID to give small businesses an opportunity to provide supplies and services for foreign assistance projects. To help USAID meet this obligation, the following paragraph is to be added to the clause prescribed in FAR 19.708(a):

USAID small business provision: To permit USAID, in accordance with the small business provisions of the Foreign Assistance Act, to give small business firms an opportunity to participate in supplying equipment supplies and services financed under this contract, the Contractor will, to the maximum extent possible, provide the following information to the Office of Small and Disadvantaged Business Utilization (OSDBU), USAID, Washington, D.C. 20523-1414, at least 45 days prior to placing any order in excess of the simplified acquisition threshold, except where a shorter time is requested of, and granted by OSDBU:
(1) Brief general description and quantity of commodities or services;

(2) Closing date for receiving quotations or bids; and

(3) Address where invitations or specifications may be obtained.

(End of provision)

I.3 AIDAR 752.219-70 USAID Mentor-Protégé Program (JULY 13, 2007)

(a) Large and small business are encouraged to participate in the USAID Mentor-Protégé Program (the "Program"). Mentor firms provide eligible small business Protégés with developmental assistance to enhance their business capabilities and ability to obtain Federal contracts.

(b) Mentor firms are large prime contractors or eligible small business capable of providing developmental assistance. Protégé firms are small business as defined in 13 CFR parts 121, 124, and 126.

(c) Developmental assistance is technical, managerial, financial, and other mutually beneficial assistance that aids Protégés. The costs for developmental assistance are not chargeable to the contract.

(d) Firms interested in participating in the Program are encouraged to contact the USAID Mentor-Protégé Program Manager (202-712-1500) for more information.

(End of provision)

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

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

(End of provision)

I.5 52.229-8 TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Ethiopia, or from which the Contractor or any subcontractor under this contract is exempt under the laws of Ethiopia, will not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction will be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

I.6 752.7019 Participant training.

(a) Definitions. (1) Participant training is the training of any foreign national outside of his or her home country, using USAID funds.

(2) A Participant is any foreign national being trained under this contract outside of his or her country.

(b) Applicable regulations. Participant training conducted under this contract shall comply with the policies and essential procedures pertaining to training-related services contained in USAID Automated Directive System (ADS) Ch. 253 “Training for Development Impact”. Any exceptions to ADS 253 requirements are specified as such within this contract. The entire ADS is accessible to the general public at the following USAID Internet address: http://www.usaid.gov/policy/ads/.
(c) The contractor shall be reimbursed for the reasonable and allocable costs incurred in providing training to participants in the United States or other approved location provided such costs do not exceed the limitations in, or have been waived in accordance with, ADS 253.

(End of clause)

[END OF SECTION I]
SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 List of Attachments

<table>
<thead>
<tr>
<th>Attachment No.</th>
<th>Attachment Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Self-Disclosure of Lobbying Activities</td>
</tr>
<tr>
<td>2</td>
<td>Contractor Performance Report</td>
</tr>
</tbody>
</table>
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See http://acquisition.gov/far/index.html for electronic access to the full text of a FAR clause.

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

K.2 52.203-98, PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS-REPRESENTATION (DEVIATION 2015-02)

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS-REPRESENTATION (APR 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)
K.3 FAR 52.209-XX REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION (DEVIATION OAA-DEV-14-02C) (AUGUST 2014)

(a) In accordance with section 7073 of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1)”Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”; or

(2)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 has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”.

For the purposes of section 7073, it is USAID’s policy that no award may be made to any corporation covered by (1) or (2) above, unless the M/OAA Compliance Division has made a determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror Representation:
(1) The Offeror represents that it is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) The Offeror represents that it is [ ] is not [ ] a corporation that 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.

(End of provision)

K.4 52.237-8 RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS (AUG 2003)

(a) The Federal Acquisition Regulation (FAR), at 31.205-6(g)(6), limits the cost allowability of severance payments to foreign nationals employed under a service contract performed outside the United States unless the head of the agency grants a waiver pursuant to FAR 37.113-1 before contract award.

(b) In making the determination concerning the granting of a waiver, the agency will determine that—
(1) The application of the severance pay limitations to the contract would adversely affect the continuation of a program, project, or activity that provides significant support services for—
(i) Members of the armed forces stationed or deployed outside the United States; or
(ii) Employees of an executive agency posted outside the United States;

(2) The Contractor has taken (or has established plans to take) appropriate actions within its control to minimize the amount and number of incidents of the payment of severance pay to employees under the contract who are foreign nationals; and

(3) The payment of severance pay is necessary in order to comply with a law that is generally applicable to a significant number of businesses in the country in which the foreign national receiving the payment performed services under the contract, or is necessary to comply with a collective bargaining agreement.

K.5 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

a) Definitions.
“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror’s TIN.

d) Taxpayer Identification Number (TIN).

TIN: ____________________________

TIN has been applied for. TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government.
(e) Type of organization.
Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;
Other ____________________________

(f) Common parent.
Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
Name and TIN of common parent:
Name ____________________________
TIN ____________________________

K.6 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

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

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

(b)(1) If the 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) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(iv) 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.

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

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

(vii) 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.

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

(ix) 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.

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

(xii) 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.

(xiii) 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.

(xiv) 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.

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

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

(xvii) 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 $79,507, the provision with its Alternate II applies.

(D) If the acquisition value is $79,507 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

(xx) 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.

(xxii) 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 certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

[] (i) 52.204-17, Ownership or Control of Offeror.
[] (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
[] (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.
[] (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
[] (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
[] (vi) 52.227-6, Royalty Information.
[] (A) Basic.
[] (B) Alternate I.
[] (vii) 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.

FAR Clause No.[]
Title[]
Date[]
Change[]

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

(End of provision)

K.7 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); and
(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 paragraph (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).

(i) The Offeror has [ ] has not [ ], within a three-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). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(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 non responsible.

(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.8 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 proceeding 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).
(End of provision)

K.9 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS-REPRESENTATION (APR 2015)
(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
(End of provision)
K.10 FAR 52.209-XX REPRESENTATION BY CORPORATION REGARDING A DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION (Deviation OAA-DEV-14-02c) (August 2014)
(a) In accordance with section 7073 of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or
(2) 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 has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”.
For the purposes of section 7073, it is USAID’s policy that no award may be made to any corporation covered by (1) or (2) above, unless the M/OAA Compliance Division has made a determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror Representation:
(1) The Offeror represents that it is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
(2) The Offeror represents that it is [ ] is not [ ] a corporation that 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.

K.11 52.225-25 -- PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (OCT 2015)
(a) Definitions. As used in this provision—
“Person”—
(1) Means—
(i) A natural person;
(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and
(2) Does not include a government or governmental entity that is not operating as a business enterprise.
“Sensitive technology”—
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be
used specifically—
(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—
(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdsn.pdf).
(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—
(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and
(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

K.12 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 paragraph (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 disclosing 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 paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes

(End of provision)

Alternate I (Apr 1996). As prescribed in 30.201-3(b), add the following paragraph (c)(5) to Part I of the basic provision:

o (5) Certificate of Disclosure Statement Due Date by Educational Institution. If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

o (i) A Disclosure Statement Filing Due Date of _____________ has been established with the cognizant Federal agency.

o (ii) The Disclosure Statement will be submitted within the 6-month period ending ___________ months after receipt of this award.
K.13 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)
The offeror will 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 will—
(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.14 INSURANCE - IMMUNITY FROM TORT LIABILITY
The offeror represents that it [ ] is, [ ] is not a State agency or charitable institution, and that it [ ] is not immune, [ ] is partially immune, [ ] is totally immune from tort liability to third persons.

K.15 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)
(a) Definition. 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) Contractor 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 Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.
(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter “CAGE” before the number. The CAGE code is required prior to award.
(c) CAGE codes may be obtained via–
(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Contractor and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).
(2) The DLA Contractor and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at http://www.dlis.dla.mil/cage_welcome.asp.
The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity’s country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA if the foreign entity’s country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at http://www.dlis.dla.mil/nato/ObtainCAGE.asp.

(d) Additional guidance for establishing and maintaining CAGE codes is available at http://www.dlis.dla.mil/cage_welcome.asp.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

K.16 52.204-17 Ownership or Control of Offeror (Nov 2014)

(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) Contractor 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 Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an 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)
K.17  52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation.
As prescribed in 9.108-5(a), insert the following provision:
Prohibition on Contracting with Inverted Domestic Corporations—Representation (Nov 2015)
(a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).
(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
(c) Representation. The Offeror represents that—
(1) It □ is, □ is not an inverted domestic corporation; and
(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

K.18  52.222-56 Certification Regarding Trafficking in Persons Compliance Plan.
As prescribed in 22.1705(b), insert the following provision:
Certification Regarding Trafficking in Persons Compliance Plan (Mar 2015)
(a) The term “commercially available off-the-shelf (COTS) item,” is defined in the clause of this solicitation entitled “Combating Trafficking in Persons” (FAR clause 52.222-50).
(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that—
(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and
(2) Has an estimated value that exceeds $500,000.
(c) The certification shall state that—
(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and
(2) After having conducted due diligence, either—
(i) To the best of the Offeror’s knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or
(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

As prescribed in 9.108-5(a), insert the following provision:
Prohibition on Contracting with Inverted Domestic Corporations—Representation (Nov 2015)
(a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).
(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic
corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that—

(1) It □ is, □ is not an inverted domestic corporation; and
(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

K.20 SIGNATURE

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

Solicitation No. ______________________________
Offer/Proposal No. ______________________________
Date of Offer ______________________________
Name of Offeror ______________________________
Typed Name and Title ______________________________
Signature _____________________________ Date ________

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

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
http://arnet.gov/far/

L.2 52.215-1 -- INSTRUCTIONS TO OFFERORS -- COMPETITIVE ACQUISITION (JAN 2004)
(a) Definitions. As used in this provision --

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

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

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

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

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

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

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

(1) In accordance with Section L.7 – Delivery Instructions, all proposals are to be submitted electronically.

(2) The first page of the proposal must show --
(i) The solicitation number;

(ii) The name, address, and telephone number and email address of the Offeror;

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

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

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

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

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach USAID Ethiopia Acquisition and Assistance Office by the time specified in the RFP.

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Contract award.

(1) The Government intends to award a contract resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub-factors in the solicitation.
(2) The Government may reject any or all proposals if such action is in the Government’s interest.
(3) The Government may waive informalities and minor irregularities in proposals received.
(4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror’s initial proposal should contain the Offeror’s best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.
(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government’s best interest to do so.
(7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A
proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

(End of Provision)


Alternate II (Oct 1997). As prescribed in 15.209(a) (2), add a paragraph (c)(9) substantially the same as the following to the basic clause:

(12) Offerors may submit proposals that depart from stated requirements. Such proposals will clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, will be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all Offerors an opportunity to submit revised proposals based on the revised requirements.

L.3 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)
The U.S. Government contemplates award of a Cost-Plus-Fixed-Fee (CPFF) completion-type contract resulting from this solicitation.
L.4. **FAR 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), will be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer at:

**US Mailing Address**

Office of Acquisition and Assistance
USAID/Ethiopia
c/o American Embassy
2030 Addis Ababa Place
Washington DC 20521-2030
Addis Ababa, Ethiopia

**Hand-Carried Mailing Address:**

Office of Acquisition and Assistance
USAID/Ethiopia
c/o American Embassy
Entoto Road
P.O. Box: 1014
Addis Ababa, Ethiopia

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

(c) A copy of any protest will be faxed simultaneously to GC/LE at 1-202-216-3055 or 1-202-216-3058, or hard copies can be sent to

**USAID**
Office of General Counsel (06-06)
1300 Pennsylvania Ave, N.W.
Washington, D.C. 20523-6601

L.5. **QUESTIONS AND CLARIFICATIONS**

Any questions concerning this RFP must be submitted to Wubet Zeleke at wzeleke@usaid.gov with a copy to caddis@usaid.gov no later than the time and date indicated at the top of the cover letter to this RFP. No questions will be accepted after this date. Oral explanations or instructions given before award of the contract will not be binding. Any information given to a prospective Offeror concerning this RFP will be furnished promptly to all other prospective Offerors as an amendment of this RFP, if that information is necessary in submitting proposals.

L.6 **GENERAL INSTRUCTIONS TO OFFERORS**

All proposals received by the deadline will be reviewed for responsiveness to the specifications outlined in these guidelines and the proposal format. The Government will process late submissions of offers in accordance with FAR 15.208 and FAR 52.215-1. If an offer is received late and is not eligible for consideration in accordance with FAR 15.208 and FAR 52.215-1, then the Government will reject that offer without evaluation.

The proposals should be prepared according to the structural format set forth in Section L.8 below. Proposals must be received at the place designated and by the date specified in the Cover Letter of this RFP, and must be valid for a period of 180 calendar days from the solicitation closing date (See block 12 of SF # 33).
L.7 DELIVERY INSTRUCTIONS

a. Submission, Marking and Copies
The Offeror will submit the proposal electronically, as follows:

Internet email with up to 10 attachments (5MB limit) per email, compatible with Microsoft Office 2010 (MS WORD or Excel), in a MS Windows environment. Multiple emails may be sent to accommodate the proposal size and content, but each must contain very clear identification of the attachment and instructions for assembling the proposal. Offerors may also send an Adobe Acrobat portable document format (.pdf) for electronic submission; however, zipped files attachments are not allowed. The subject line for every such email must include the following: “USAID/Ethiopia’s Feed the Future Ethiopia Value Chain Activity, RFP No. SOL-663-16-000002” to caddis@usaid.gov with a copy to wzeleke@usaid.gov.

FACSIMILE SUBMISSION IS NOT AUTHORIZED NOR WILL BE ACCEPTED.

USAID/Ethiopia will only consider and review all proposals received by the specified closing date and time (local Ethiopia Time) indicated in the Cover Letter of this RFP. Proposals that are submitted after that date and time will not be considered in the review process.

Note: Proposals must arrive by the stated deadline in order for the proposals to be considered for evaluation.

Offerors must pay careful attention to Section K - Representations, Certifications and Acknowledgements of the accompanying Request for Proposals. Offerors must comply with FAR clause 52.204-7, Central Offeror Registration, and complete the annual representations and certifications electronically via the Online Representations and Certifications Application website at http://orca.bpn.gov

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

Proposals will be submitted in two separate parts: (a) Technical Proposal and (b) Cost Proposal. Technical Proposals must not make reference to cost data in order that the technical evaluation may be made strictly on the basis of technical merits.

These same requirements exist for the submission of subsequent revised technical and/or cost proposals, and technical/financial clarifications.

The size of each electronic submission should not exceed of 5 MB. There has been a problem with the receipt of Zipped files due to the anti-virus software. Pages requiring original manual signatures should be scanned and emailed as an attachment.
OFFERORS MUST NOT SUBMIT ZIPPED FILES.

(b) **Closing Date and Time**: All proposals in response to this solicitation will be submitted at the above address on the date indicated on the cover page of this RFP.

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

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

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

1. Completion of Standard Form 33, Blocks 12 through 18;
2. Submission of proposed costs/prices and indirect cost information as required by Section B of this RFP;
3. Completion of the “Representations, Certifications, and Other Statements of Offerors” in Section K; and
4. Submission of information required by Section L or any other section of this RFP. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract.

Offerors will follow the instructions contained in this RFP and supply all information and signature/certifications, as required.

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

Offerors must organize the Technical Proposal to meet the evaluation criteria specified in Section M and must relate to performance of services described in Sections C and F. The length of the entire Technical Proposal should not exceed 35 pages exclusive of Annexes, Table of Contents, Dividers and other pages not subject to a page limitation as specified below.

Therefore, Technical Proposals must be organized in the following manner:

I. Technical Approach
II. Personnel
III. Management Plan
IV. Past Performance
IV. Annexes

Annex A – Illustrative Monitoring and Evaluation Plan
Annex B – Resumes (Personnel)
Annex C – Letters of Commitment (Key Personnel)
Annex D – Staffing Plan
Annex E – Mobilization Plan
Annex F – Past Performance Reports
Annex G – Branding and Marking Strategy (IAW section D.2)

Charts and critical information from appendices should be summarized in the technical proposal.

The Technical Proposal must be written in English. Do not use a font type smaller than 11 pitch. Offerors must use only 8.5 inch by 11 inch (210mm by 297mm) paper, single-spaced pages with margins no less than one inch on each border. Number each page consecutively.

The proposal must be submitted by email only to wzeleke@usaid.gov with a copy to caddis@usaid.gov. It is highly recommended that the Offeror submit their offer with a read and delivery receipt.

Offerors must organize the technical proposal to follow the technical evaluation criteria listed in Section M and include the information set forth below:

I. Technical Approach:

The Offeror is required to provide a full proposal package detailing the: (1) informed activity design and implementation (2) monitoring and evaluation plan and 3) use of U.S. small businesses. The methods and plan must incorporate services described in Section C and deliverables in Section F.

Activity Design: The Offeror’s proposed approach will be evaluated for the degree to which it is informed, theoretically coherent, comprehensive, and feasible. In discussing the theoretical approach and implementation methods, Offerors must provide illustrative examples of how they will use a combination of technical assistance and GUCs. The narrative must motivate an illustrative work plan for year one, including Mobilization (Annex E) and the branding strategy (Annex G).

Offerors are encouraged to propose targets for final results that exceed current levels. All targets must be measurable and held against current baseline estimates, which will be updated using the baseline study done within the first six months of the commencement of the activity.

The Offerors are also encouraged to propose additional, specific metrics that might uniquely capture the effectiveness and impact of the Feed the Future Ethiopia Value Chain Activity and its integration with other ‘F’ activities and objectives, and AGP-II.

Monitoring and Evaluation: The illustrative M&E plan (Annex A) must describe and explain how the Offeror will monitor and report on its activities. The illustrative plan must include the following elements:
- Intermediate results and indicators along with targets for each fiscal year; the Offeror may suggest a maximum of four (4) additional indicators.
- Procedure for adjusting baseline data to account for conditions at the start of the activity.
- Reporting of deliverables against targets
- Data Quality Assessment (DQA) procedures
- Indicator data disaggregated by zone and woreda with GPS coordinates
- Reporting on disadvantaged groups (especially women, youth, and disabled) with both indicators and budget/project data.

Small Businesses: The Offerors must state in their technical section of the proposal how they intend to utilize US Small Businesses to provide technical and administrative assistance to achieve the activity’s purpose and to meet deadlines. They should explicitly state how they will or will not leverage small businesses for finance, administration, accounting, auditing, communications, compliance, monitoring and evaluation, reporting and technical assistance.

II. Personnel:

The Key Personnel (see section F.8) must demonstrate an ability to effectively interact with USAID, host government counterparts, beneficiaries, local professionals, international donors, and other implementing partners. They require a professional history of providing quality technical services in their area of expertise. They must have previously managed complex contracts or projects that possess relevant performance management experience. They must effectively work and adapt to changing security, political, or working environments.

The Offeror must: (1) propose individuals for every key position as part of their proposal; (2) a list of both local and international STTA personnel and indicate the importance of each for the successful implementation of the activity; (3) a list of other technical and support staff required for the successful implementation of the project and (4) provide an organizational chart and identify their reporting relationships.

The Offeror must describe its proposed staffing plan for implementing the Statement of Work and demonstrate how the entire team will meet the technical requirements stated in Section C of the RFP and the deliverables described in section F.5. As part of the staffing plan, the Offeror must provide a supporting narrative that includes (1) all long-term staff positions, their duties, and their respective levels of effort, (2) the roles and/or duties of short-term technical staff and their proposed level of effort, (3) the selection process for engaging local Ethiopian entities as sub-contractors and or partners, and (4) the roles and/or potential contributions of short-term technical assistance (STTA) to the effective implementation of the activity.

To the maximum extent feasible, Offerors must strive to hire Ethiopians in key and non-key long term positions who demonstrate familiarity with the country’s private sector development and agricultural sector, have the requisite level of skills, and language and cultural expertise. The use of Third Country Nationals in long-term positions requires strong justifications. It is the preference of
USAID/Ethiopia that, to the extent possible, the Offeror engages short-term technical assistance resources available locally (in the East or Southern Africa Region) and actively promotes technical assistance from one developing country to another to foster diplomatic, business, and cultural cooperation and to minimize travel costs.

The Offeror must explain in the proposal how it will make gender, disability, and small business hires comprise an integral component of its personnel strategy.

III. Management Plan:

The Offeror is required to describe how it will manage the activity. It will have to explicitly identify how the key personnel will coherently manage its policies and procedures for strategic planning, finance, legal matters, records keeping, human resources, logistics, monitoring and evaluation, public outreach, stakeholder coordination, communications, and environmental and administrative compliance.

As part of the management plan, the Offer’s Mobilization Plan (Annex E) must explain how it will mobilize the resources necessary to meet the deliverable deadlines established in Section F.

The Offeror must discuss how management regulates linkages between the prime contractor and subcontractor, partner, joint venture entities as the organization is established and activities commenced. This includes relationships between each other, lines of authority and accountability, and mechanisms for utilizing and sharing resources, and the role of each in achieving project results.

IV. 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 contractor/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided in Section L.8 of this RFP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating a contractor’s performance.

(b) If the performance information contains adverse past performance information to which the Offeror has not had a prior opportunity to respond, USAID will provide an opportunity to comment in the evaluation. Any comment will be considered with the adverse performance information.

(c) USAID will use performance ratings for recent and relevant activities as a predictor of performance.

- Recency is defined as work performed within the past 3 years (from 2013-2015).
- Relevance is defined as experience with an award of similar scope, size, and complexity.

Prior engagements in Africa, especially in Ethiopia, and other developing countries relating to the technical areas identified in Section C are the most relevant.
Offerors should submit, if available, past performance listed in NIH or PPIR’s database. The Offeror (including all partners of a joint venture) must provide performance information for itself and each subcontractor and joint venture partners in accordance with the following:

1. Provide a list of up to 3 (three) of the most recent and relevant contracts in terms of size, scope and complexity, for efforts similar to the work in the subject proposal as Annex F. Offer must Indicate which are listed in NIH or PPIRs. The information must address technical quality, cost control, timeliness, management and business relations, inclusion of small businesses, compliance, and customer service.

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

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

USAID recommends that the offeror alerts the listed contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when requested by USAID.

Use the Past Performance Report template provided under Attachment II of this RFP.

If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken.

Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work.

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

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

As part of the evaluation of performance in Section M of this RFP, USAID will evaluate the extent the Offeror used and promoted the use of small business concerns under current and prior contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract(s).

In order for USAID to fully and fairly evaluate performance in this area, all Offerors who are not small business concerns must do the following:
(A) Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses—as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed—substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar SB incentive programs set out in your contract(s) and explain any mitigating circumstances if goals were not achieved.

(B) To supplement the narrative summary in (A), provide with your summary a copy of the most recent Electronic Subcontracting Report (ESR) and SF 294 “Subcontracting Report for Individual Contracts" for each contract against which you were required to report for the past three (3) years.

(C) Provide the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her title, phone number, and e-mail address for each.

L.9. INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

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

L.9.1. TERMS/CONDITIONS:

(1) If the Offeror does not have prior Federal contracting experience, the Contracting Officer may determine that a Pre-Award Survey is necessary. (See FAR 9.106) The Pre-Award Survey 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 Offeror's financial condition, business and personnel procedures, etc.; and (3) site visits to the Offeror's institution.

(2) In case of any disagreements or discrepancies between the terms and conditions of this request for cost proposal and the FAR, the latter will prevail.

(3) The Offeror will follow the instructions contained in this request for cost proposal and supply all information and signatures/certifications, as required. Failure to furnish all information requested may disqualify a proposal.

(4) Offerors must set forth full, accurate and complete information as required by this request for cost proposal. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

L.9.2. INSTRUCTIONS:

The cost proposal will be submitted under separate file from the technical proposal. A budget format to be used by Offerors is provided under Section B. Budget, offerors will provide a detailed
budget (breakdown) with narratives explaining the cost. The Offeror’s cost proposal will be evaluated based on cost realism. The Offeror must demonstrate how the Offeror’s cost proposal is consistent with various elements of its technical proposal. The Offeror may provide obvious connection between their technical proposal and their proposed costs for technical proposed elements.

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

(2) PART 2 - PROPOSED COSTS/PRICES

The Offeror must submit a Summary Budget for the life of the project. The Summary Budget must reflect summary cost information for each budget line item for each of the contract years, and then include the project total, item for item in the last column of the spreadsheet. The Offeror must submit information concerning work-day, work-week, and paid absences.

The Offeror and each proposed sub-offeror will indicate the number of hours and days in its normal workday and its normal work-week, both domestically and overseas, for employees and consultants. In addition the Offeror and each proposed sub-offeror will indicate how paid absences (US holidays, local holidays, vacation and sick) will be covered for this contract.

The following is the minimum information required in the budget and budget narrative, by budget line item as appropriate:

(a) Offerors will fill out the SF-33, entitled “Solicitation and Award,” and place this completed form in the front of its Cost Proposal.

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

(c) The following is the minimum information required in the detailed budget and budget narrative:

1. Salary and Wages - Direct salaries and wages should be proposed in accordance with the Offeror’s personnel policies. Unit costs for each proposed position, key or not, should be
expressed in an amount per work day with the corresponding level of effort required for the position (number of work days) and then calculated to a total cost for each cost period where the salary would be applicable. Biographical Data Sheets are required for all key personnel and professional positions expected to perform on the contract. Forms may be obtained at:

http://www.usaid.gov/procurement_bus_opp/procurement/forms/

Narratives must provide a discussion of the estimated annual escalation of all salaries where applicable. For salaries proposed in excess of maximum annual salary rate described in “ADS 302.3.6.10” USAID Offeror Salary Threshold, please see: http://www.opm.gov/oca/).

2. Fringe Benefits - If the Offeror has a fringe benefit rate that has been approved by an agency of the Government, such rate should be used and evidence of its approval should be provided. If a fringe benefit rate has not been so approved, the proposal should propose a rate and explain how the rate was determined. If the latter is used, the narrative should include a detailed breakdown comprised of all items of fringe benefits (e.g., unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries.

3. Allowances: Allowances should be broken down by specific type and by person. Allowances should be in accordance with the Offeror’s policies and the applicable regulations and policies. Please note that in accordance with clause 752.7028 in Section I, Third Country National (TCN) and Cooperating Country National (CCN) employees are not eligible for differentials and allowances unless specifically authorized.

The Independent Government Cost Estimate for these services includes allowance limits established by the U.S. Department of State for Ethiopia. The allowance caps include the following:

Post Differential (25%) and COLA 15%

4. Consultants: Separate Short Term Technical Consultants (STTA) cost into two categories: those which are employees of the Offeror (In-House STTA), and those that are contracted. All costs associated with each STTA engagement (Salaries and Wages, Fringe Benefits, Allowances, Travel and Transportation, Equipment or supplies specific to the engagement, etc.) should be included in this cost category and explained in sufficient detail in the budget narrative so that the purpose and reasonableness of each assignment/trip can be determined and is assessed for cost realism purpose.

5. Travel, Transportation, and Per Diem - The proposal should indicate the number of trips, domestic and international, and the estimated costs per trip. Specify the origin and destination for each proposed trip, duration of travel, and number of individuals traveling. Per diem should be based on the Offeror's normal travel policies (Offerors may choose to refer to the Federal Standardized Travel Regulations for cost estimates). The Offeror must provide a detail of international travel by each person(s) and purpose of the travel and
provide a rational why this travel is proposed to allow an assessment of the cost realism and reasonableness of these costs. The Offeror may provide the information in a tabular form:

<table>
<thead>
<tr>
<th>Type of Travel: Travel Entitlement or Program Related Travel</th>
<th>Name of Traveler</th>
<th>From</th>
<th>To</th>
<th>Duration of travel</th>
<th>Purpose (link it to task)</th>
<th>No. of trips</th>
<th>Air Fare Cost</th>
<th>Other cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. Equipment and Supplies: Specify all equipment expected to be purchased, including type, unit cost and units. A list of proposed non-expendable property purchases which specifies the type of equipment, the manufacturer, the unit cost, the number of units to be purchased and the expected geographic source should be included. Goods and services provided by the Offerors under this USAID-financed award are expected to be subject to the 935 Geographic Code, therefore waivers are not required. However, the procurement of restricted commodity/equipment will require Source, Origin and Nationality per 22 CFR 228 and ADS 312.

7. Participant Training, if any: AIDAR 752.7019 and ADS 253 provides for participant training and training in development. For example, costs should be broken down by types and participants.

8. Communications – 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.

9. Subcontracts: Include in this category all cost reimbursement type sub-contracts over $150,000 (except any consultant contracts, which are to be describe under the Consultant cost category). Information sufficient to determine the reasonableness of the cost of each specific subcontract must be included in the budget narrative. Cost reimbursement type sub-contracts over $650,000 must have a separate budget in the format required for Prime Offeror in section B., and a separate budget narrative. Include fixed price contracts in the most appropriate category (rents, utilities, supplies, equipment, etc.), or include them as Other Direct Costs.

10. Direct Facilities Costs – Specific information regarding the cost of any facilities needed to perform program activities. The information provided should include the unit cost (rent), the time period the facilities are needed and the number of facilities. Only facilities that directly benefit the program activities should be included in this category; all other facility costs should be included in the indirect cost category.

11. Other Direct Costs - This includes report preparation costs, passports and visas fees, medical exams and inoculations, insurance (other than insurance included in the Offeror's
fringe benefits), material supplies, maintenance of the vehicles, equipment, fuel, shipment allowance, rent, utilities of office and residences etc., as well as any other miscellaneous costs which directly benefit the program proposed by the Offeror. The narrative should provide a breakdown and support for all other direct costs. If seminars and conferences are included, the Offeror should indicate the subject, venue and duration of proposed conferences and seminars, and their relationship to the objectives of the program, along with estimates of costs. Please do not include the cost of salary for the locally employed persons, travel and equipment costs in this item.

12. Indirect Costs -
The prime and all subcontractors may propose lower overhead rates than their established Negotiated Indirect Cost Rate Agreement (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 Negotiated Indirect Cost Rate Agreement (NICRA). Please read further instruction below if your organization does not have a NICRA. Offerors may propose a single ceiling rate covering the term of award or a ceiling rate in each applicable contract year. If an annual ceiling rate is proposed, USAID will average the ceiling indirect rates and use that figure for evaluation purposes.

(i) The Offeror and each 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 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 cost compositions along with derived rates, the bases of allocation of these rates and an independent certified audit by a certified accounting firm of these rates.

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 are 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. 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.

Sub-Awards: Refers to an award of financial assistance in the form of money, or property in lieu of money, made under an award by a contractor to an eligible subcontractor or by a subcontractor to a lower tier subcontract. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include procurement of goods and services.

Grants under Contract: These are grants executed on behalf of USAID by the contractor to non-governmental organizations (non-profits or for-profits) and partner government in accordance with ADS 302.3.4-13.


14. Environmental Mitigation and Monitoring – The Offeror should reflect illustrative costs for environmental compliance implementation and monitoring.

15. Fee: Payment of fixed fee will be handled in accordance with FAR 52.216-8. FAR 52.216-8 as incorporated in Section I by reference.

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

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

(f) Representations, Certifications, and Other Statements of Offerors

The Offeror and each proposed sub-offeror (prime contractor sub awardees) will complete all "Representations, Certifications, and Other Statements of Offeror" as required in Section K, and sign and date on the last page in the space provided.

(g) Policies and Procedures

Upon receiving a specific request from the Contracting Office, Offeror may be required to submit a copy of Offeror’s personnel policies, especially regarding salary and wage scales, fringe benefit, merit increases, promotions, leave, differentials, travel and per diem regulations, etc., as they will relate to this project. The CO may determine that a pre-award survey is necessary (see FAR 9.105).
(h) Evidence of Responsibility

Pursuant to FAR 9.104.1, to be determined responsible, a prospective Offeror must:

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

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

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

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

(5) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective Offeror and sub-offerors). (See FAR 9.104-3(a));

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

(7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, SB Sub-contracting, etc.).

However, in the case of a small business Offeror, the Contracting Officer will comply with FAR 19.6. Accordingly, prime Offerors should seriously address each element of responsibility.

i) Letters of Commitment (Sub-offerors- refers to the Prime contractor sub awardees)

The Cost/Business Proposal must include a letter, on sub-offeror letterhead, and signed by an authorized representative of each sub-offeror, which specifically indicates the sub-Officer’s agreement to be included in the Offeror’s proposed teaming arrangement. The representations and certifications, as set forth in Section K of this solicitation, with the last page signed. This should be completed by any sub-offerors as well.

(j) Audited balance sheets and profit and loss statements or if not available, returns as submitted to Federal tax authorities for the Offeror's last two (2) complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. (The balance sheets and profit and loss statements for the current fiscal year may be unaudited.) The profit and loss statements should include details of the total cost of services sold, and be annotated by either the auditor or Offeror to delineate the Offeror's indirect expense pool(s) and customary indirect cost distribution base(s).
(k) Offerors to the RFP must include as part of their cost proposal their approach to achieving environmental compliance and management, to include:

- The respondent’s approach to developing and implementing an IEE or EA or environmental review process for a grant fund and/or an EMMP or M&M Plan.

- The respondent’s approach to providing necessary environmental management expertise, including examples of past experience of environmental management of similar activities.

- The Offerors must provide an illustrative budget for implementing the environmental compliance activities. For the purposes of this solicitation, Offerors should reflect illustrative costs for environmental compliance implementation and monitoring in their cost proposal.

L.10. INSTRUCTIONS FOR THE PREPARATION OF BRANDING AND MARKING PLAN STRATEGY.

In accordance with Section D of this solicitation, the apparent successful offeror, upon request of the Contracting Officer, will submit and negotiate a Branding Implementation Plan (BIP) and a Marking Plan (MP). The BIP will be included in and made a part of the resultant contract. The BIP will be negotiated within the time that the Contracting Officer specifies. Failure to submit and negotiate a BIP will make the offeror ineligible for award of a contract. The apparent successful offeror must include all estimated costs associated with the Branding Implementation Plan and the Marking plan of the project.

Offeror(s) should submit a preliminary BIP and MP (not to exceed two pages) as a separate annex to the cost proposal. The BIP and MP will not be a part of the technical evaluation. Offerors will be required to submit formal and detailed Branding Implementation Plan and Marking plans for final review before award, or in the competitive range.

Branding Implementation Plan (BIP):

A Branding Implementation Plan must be developed by the successful offerors. It shall describe how the program will be communicated to the beneficiaries and promoted to host-country citizens. It will outline the events and materials the contractor will use to deliver the message that the assistance is from the American people.

More specifically, Branding Implementation Plan must address the following:

How to incorporate the message; “This assistance is from the American people…..,” in communications and materials directed to beneficiaries, or provide an explanation if his message is not appropriate or possible.

How to publicize the program, project, or activity in Ethiopia and a description of the communications tools to be used. Such tools may include the following: press releases, press
conferences, media interviews, site visits, success stories, beneficiary testimonials, professional photography, PSAs, videos, web casts, e-invitations, or other e-mails sent to group lists, such as participants for a training session blast e-mails or other Internet activities, etc.

The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people jointly sponsored by USAID and the Government of Ethiopia, or an explanation if this is not appropriate or possible. Such milestones may be linked to specific points in time, such as the beginning or end of a program, or to an opportunity to showcase publications or other materials, research findings, or program success. These include, but are not limited to, the following: launching the program, announcing research findings, publishing reports or studies, spotlighting trends, highlighting success stories, featuring beneficiaries as spokespeople, securing endorsements from partner municipalities, ministry or local organizations, promoting final or interim reports, and communicating program impact/overall results.

Marking Plan (MP):

USAID’s policy is that programs, projects, activities, public communications, or commodities implemented or delivered under contracts and subcontracts exclusively funded by USAID are marked exclusively with the USAID Identity. Marking Plan shall be developed to enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with the USAID Standard Graphic identity. Where applicable, a host-country government or ministry symbol may be added.

Except for the manufacturer’s trademark on a commercial item, the corporate identities or logos of contractors or subcontractors are not permitted on USAID-funded program materials and communications. Please refer to ADS section 320.3.2.4 that describes what the Marking Plan must address. Note that marking is not required for Contractors’ offices, vehicles, and other non-deliverable items.

L. 11. FAR 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORT.

As prescribed in 15.408(n)(1), use the following provision: Limitations On Pass-Through Charges—Identification Of Subcontract Effort (Oct 2009)

(a) Definitions. Added value, excessive pass-through charge, subcontract, and subcontractor, as used in this provision, are defined in the clause of this solicitation entitled “Limitations on Pass-Through Charges” (FAR 52.215-23).

(b) General. The offeror’s proposal shall exclude excessive pass-through charges.

(c) Performance of work by the Contractor or a subcontractor.

(1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal—
(i) The amount of the offeror’s indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and
(ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal—
(i) The amount of the subcontractor’s indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and
(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s)

L.12. FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

a) Definitions. As used in this clause—

“Added value” means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

“Excessive pass-through charge”, with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

“No or negligible value” means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

“Subcontract” means any contract, as defined in FAR 2.101, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor”, as defined in FAR 44.101, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

b) General. The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

c) Reporting. Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if—

1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery
order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist;

1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart 31.2; and

2) For applicable DoD fixed-price contracts, as identified in 15.408(n)(2)(i)(B), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

e) Access to records.

1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor’s records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor’s records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

3) Flow down. The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.

L.13 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government’s best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will
submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror’s ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories may impair the Contractor’s ability to attract and retain competent professional service employees and may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

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

The evaluation will be conducted in accordance with the principles, conditions and criteria established in this section.

M.1 GENERAL INFORMATION FOR OFFERORS

A. The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1.

B. The Government intends to evaluate proposals in accordance with Section M of this RFP and award to the responsible contractor(s) whose proposal(s) represents the best value to the U.S. Government. “Best value” is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical, cost, and other factors.

C. The submitted technical information will be scored by a technical evaluation committee using the technical factors shown below. The technical evaluation committee may include experts who are not employees of the Federal Government. When evaluating the competing offers, the Government will consider the written qualifications/capability information provided by the Offerors, and any other information obtained by the Government through its own research.

D. For overall evaluation purposes of this RFP, technical factors are considered significantly more important than cost or price factors.

E. To facilitate review of proposals, Offerors should organize the narrative portions of their proposal in the same order as the selection criteria below and should refer to the detailed instructions found in section L.

F. “Best value” selection process is used to select the most advantageous offer by evaluating and comparing factors in addition to cost or price. It allows flexibility in selection through tradeoffs which the agency makes between the cost and non-cost evaluation factors with the intent of awarding to the contractor that will give the government the greatest or best value for its investment.

M.2 EVALUATION CRITERIA

A. The factors below are presented by major category, with relative weights identified, so that Offerors will know which areas require emphasis in the preparation of proposals. The factors below reflect the requirements of this particular solicitation. Offerors must note that these factors: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which Offerors must address in their proposals.
B. Each technical proposal will be evaluated and scored by the Technical Evaluation Committee in accordance with the evaluation factors set forth in this solicitation.

C. Offerors will be evaluated on the basis of the following four weighted technical evaluation factors and sub-factors:

1. **Technical Approach**  
   Activity Design 25%  
   Monitoring and Evaluation 10%  
   Small Business Inclusion 5%

2. **Personnel**  
   Key Personnel 10%  
   Staffing Plan 10%

3. **Management**  
   Management plan 10%  
   Mobilization 10%

4. **Past Performance**  
   Recency and Relevancy 10%  
   Effectiveness 10%

M.2 (a) **TECHNICAL APPROACH (40%)**

The proposed technical approach is informed by the Ethiopian geographic and historical context, development challenges, AGP II components, Feed the Future activities, coordination with GoE (especially MoANR and ATA), the past achievements/successes of AGP I activities, predecessor activities (especially AMDe, LMD and CIAFS), and USAID/Ethiopia’s other programmatic investments.

- The Technical Approach will be evaluated based on a narrative that articulates the Offeror’s proposal for achieving the activity purpose and sub-purposes, as articulated in Section L.8, Technical Approach.

The evaluation considers three sub-factors:

1. Activity Design (25%) - the extent to which the problem statement demonstrates an informed understanding and, logically coherent, comprehensive and feasible technical approach to technical assistance and deliverables set forth in Section C and F and in accordance with Section L. The feasibility of the interventions must be evidenced by the integration of the technical discussion, illustrative work plan, Grants Under contract, and cross-cutting issues.

2. Illustrative M&E plan (10% weight), which must demonstrate how the information about the conditions and the activity will be recorded, archived, reported, analyzed and utilized to improve performance.
2. Small business inclusion (5%), requiring a clear explanation about how the Offeror intends to use US small businesses to provide technical assistance and administrative support.

M.2 (b) PERSONNEL & STAFFING PLAN (20%)

The Offeror’s technical approach will be implemented by key personnel and the individuals they oversee. The Personnel plan will be evaluated on two sub-factors:

1. Key Personnel: The strength of the professionals proposed for the key positions described in Section F.8 and Section L. The narrative must explain how their education, technical and managerial skills as well as past performance benefit this activity.

2. Staffing plan will be evaluated according to the extent to which the key personnel, STTA, sub-contracts and/or partnership agreements (if any) include a mix of professionals with requisite technical and diplomatic skills and relevant experience to achieve expected outcomes. The organizational chart must clearly demonstrate the lines of authority and relationships among the contractor and subcontractor. The Offeror must explain how gender and disability are to be treated.

M.2 (c) MANAGEMENT (20%)

The Offeror’s narrative about its management plan and mobilization will be evaluated based on their clarity, consistency and capacity to utilize its personnel and administrative procedures to deliver the results and deliverables explained in the Technical Approach.

1. The clarity, scale, and feasibility of the management plan to undertake the many simultaneous activities across the zone of influence, value-chains and complex relationships.

2. The feasibility of the mobilization of personnel and the creation of administrative policies, systems, and procedures for compliance, finance, legal, human resources, communications, logistics, planning, gender, ICT, GUC, environmental and activity monitoring and evaluation, and other issues discussed in Section C.

M.2 (d) PAST PERFORMANCE (20%)

Past performance provides evidence of potential competency. This factor is weighted by 20%. There are two sub-factors: 1) Recency and relevancy and; 2) effectiveness.

- Recency is defined as work performed within the past 3 years (from 2013-2015).
- Relevance is defined as experience with an award of similar scope, size, and complexity performed in Africa (especially Ethiopia) and other developing countries.

The Offeror’s performance information determined to be relevant and recent will be evaluated for its customer-oriented responsiveness and effectiveness in accordance with PIPRS and CPRS elements
presented below. These will be evaluated collectively; they are NOT sub-factors. No specific points or weights are associated with them.

- Technical Quality of product or service, including consistency in meeting goals and targets.
- Cost control, including forecasting costs as well as accuracy in financial reporting, ensuring that unnecessarily expensive technical assistance is not used when lower cost, equally qualified advisors are available, and pacing the expenditure of level of effort such that contract deliverables and outputs can be produced within budget.
- Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient completion of tasks.
- Management or business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including coordination among subcontractors and developing country partners, cooperative attitude in remedying problems, and timely completion of all administrative requirements.
- Small business subcontracting demonstration of utilizing small businesses in the implementation of most recent and relevant projects.
- 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).

M.3 PRICE/COST EVALUATION

Proposed costs shall be evaluated for cost realism, completeness, reasonableness, allowability, allocability and the competitiveness of the fee proposed. This analysis is intended to determine the degree to which the costs included in the cost/price proposal are fair and reasonable. An overall evaluated price (cost plus fixed fee) will be determined and will be used as part of the tradeoff analysis in determining source selection.

M.4 DETERMINATION OF THE COMPETITIVE RANGE

(a) Competitive Range: If the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances, the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.

M.5 BASIS FOR AWARD

In accordance with FAR 52.215-1(f), the Government intends to award a Contract from this solicitation to the responsible contractor whose proposal(s) represent the best value after evaluation in accordance with the factors and sub-factors as set forth in this solicitation. This procurement will
also utilize the tradeoff process as set forth in FAR 15.101-1 if the Contracting Officer determines it is in the best interest to consider award to other than the lowest priced offeror or other than the highest technically rated offeror. When using the tradeoff process the following apply:

a. All evaluation factors and significant sub factors that will affect contract award and their relative importance shall be clearly stated in the solicitation.

b. The solicitation shall state whether all evaluation factors other than cost or price, when combined, are significantly more important than, approximately equal to, or significantly less important than cost or price. For this solicitation technical factors are significantly more important than non-cost factors and cost or price when combined. Non-cost factors are significantly more important than cost or price and lastly cost or price is less important than technical factors and non-cost factors when combined. This process permits tradeoffs among cost or price and non-cost factors and allows the Government to accept other than the lowest priced proposal in accordance with FAR Part 15.101-1

M.6 CONTRACTING WITH SMALL BUSINESS CONCERNS

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

END OF SECTION M