SUBJECT: Request for Proposals (RFP) RFP No.: SOL-176-15-000006 Community and Municipal Governance Initiative (CAMI) in the Kyrgyz Republic

To All Prospective Offerors:

The United States Government, represented by the United States Agency for International Development Mission in Kyrgyz Republic, is seeking proposals from qualified organizations to implement a project entitled “Community and Municipal Governance Initiative (CAMI) in the Kyrgyz Republic” as designed in their Performance Work Statement (PWS) based on the provided Statement of Objectives (SOO). The applicable geographic codes for this procurement are 937 and 110.

USAID anticipates awarding a cost plus fixed fee completion-type contract as a result of this solicitation, covering an estimated period of five (5) years, subject to availability of funds and satisfactory performance. The estimated cost range for this procurement is of $9,500,000 to $10,000,000. Offerors must propose costs that they believe are realistic and reasonable for the work described herein.

This procurement will be conducted under full and open competition procedures, pursuant to Part 15 of the Federal Acquisition Regulation (FAR) (48 CFR Chapter 1). All types of organizations are eligible to compete.

If your organization decides to submit a proposal in response to this solicitation, it must be submitted in accordance with Section L of this RFP. Offerors must also carefully review Section M - Evaluation Factors for Award. Sections B through I of the solicitation will become a substantive part of the anticipated contract with blanks to be completed by the Contracting Officer upon award. Section K - Representations, Certifications and Acknowledgements must be filled out in full.

It is the responsibility of the recipient of this solicitation to ensure that the solicitation has been received from the FBO page in its entirety. USAID bears no responsibility for data errors resulting from download or conversion processes.

Offerors can register and use the Interested Vendor List (IVL) on the Federal Business Opportunities (FBO) website, so that firms can contact one another for consideration of teaming arrangements and/or small business subcontracting opportunities in response to this solicitation.

Questions and comments related to this RFP must be submitted electronically to Mr. R. Clark Pearson, Contracting Officer at rpearson@usaid.gov, with copies to the attention of Ms. Aliya Baioralova (abaioralova@usaid.gov) and AlmatyAAsolicitations@usaid.gov no later than March 2, 2015 at 09:00 am Almaty time (UTC+6) using the following format for the email subject line: “SOL-176-15-000006, “Community and Municipal Governance Initiative (CAMI) in the Kyrgyz Republic “– [Name of Organization] Questions/Comments”.

USAID may consolidate and/or not respond to questions/comments and will publically post all responses as an amendment to this RFP. All amendments to this solicitation will be issued and posted on the FBO website. Offerors are encouraged to check this website (http://www.fbo.gov) periodically.

The Technical and Cost proposals must be separate and must be submitted according to Section L of this RFP. Only electronic proposals will be accepted in response to this RFP. The subject line for Technical and Cost Proposal submissions must follow the following format: “SOL-176-15-000006, Community and Municipal Governance Initiative (CAMI) in the Kyrgyz Republic”. Offerors are encouraged to check this website (http://www.fbo.gov) periodically.
Governance Initiative (CAMI) in the Kyrgyz Republic - [Name of Offeror] [Technical/Cost] Proposal, [Part of _ of _]" Proposals must be signed by an official who is authorized to bind the offeror’s organization.

Proposals are due March 31, 2015 at 09:00 am Almaty time (UTC+6). Proposals received after the closing date and time will be processed as late and handled in accordance with FAR 15.208.

Issuance of this RFP in no way obligates the U.S. Government to award a contract nor does it commit the U.S. Government to pay any 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 U.S. Government.

Thank you for your interest in USAID programs.

Sincerely,

R. Clark Pearson
Contracting Officer
SOLICITATION, OFFER AND AWARD

10. FOR INFORMATION CALL:
A. NAME
   Aliya Baioralova

B. TELEPHONE (NO COLLECT CALLS)
   AREA CODE NUMBER EXT.

C. E-MAIL ADDRESS
   abaioralova@usaid.gov

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

SOLICITATION

9. Sealed offers in original and __ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in __ until __ (Hour) local time on __ (Date). CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within __ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT
(See Section I, Clause No. 52.232.8)

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<th>30 CALENDAR DAYS (%)</th>
<th>CALENDAR DAYS (%)</th>
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<td>AMENDMENT NO.</td>
<td>DATE</td>
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<td>DATE</td>
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14. ACKNOWLEDGMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

15A. NAME AND ADDRESS OF OFFEROR

15B. TELEPHONE NUMBER

15C. CHECK IF REMITTANCE ADDRESS
   IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMpetition
   ☐ 10 U.S.C. 2304(c)(1) ☐ 41 U.S.C. 253(c)(1)

23. SUBMIT INVOICES TO ADDRESS SHOWN
   (4 copies unless otherwise specified)

24. ADMINISTERED BY (If other than Item 7)

25. PAYMENT WILL BE MADE BY

26. NAME OF CONTRACTING OFFICER (Type or print)
   Ronald (Clark) Pearson

27. UNITED STATES OF AMERICA

28. AWARD DATE
   2/17/15

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

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 33 (Rev. 9-97)

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

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PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to obtain services as described in Section C. Performance Work Statement.

B.2 COST REIMBURSEMENT CONTRACT TYPE

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

B.3 TOTAL CONTRACT VALUE AND OBLIGATED AMOUNT

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

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

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

B.4 PRICE/COST SCHEDULE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>a. Direct Cost</td>
<td></td>
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<tr>
<td>b. Indirect Cost</td>
<td></td>
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<tr>
<td>c. Fixed Fee</td>
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<tr>
<td>d. Total Cost + Fixed Fee</td>
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B.5 FIXED FEE (CPFF)

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

B.6 INDIRECT COSTS (CPFF)

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

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

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

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

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

B.7 COST REIMBURSABLE (CPFF)

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

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

B.8 CANCELLATION CEILING

CLIN 0001 is considered non-severable, and is therefore a multi-year contract as defined in FAR 17.103. Therefore, this contract is subject to the requirements of FAR 17.106.

Cancellation Dates:
Contract Year 2: Date_____ Amount: $____ 0____
Contract Year 3: Date_____ Amount: $____ 0____
Contract Year 4: Date_____ Amount: $____ 0____
Contract Year 5: Date_____ Amount: $____ 0____

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. Therefore, the cancellation ceiling for each cancellation date is indicated above.

[END OF SECTION B]
SECTION C – PERFORMANCE WORK STATEMENT

<Performance Work Statement to be developed by the offeror, based on the content of this RFP and inserted at the time of award>

[END OF SECTION C]
SECTION D – PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

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

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

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

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

D.2 BRANDING AND MARKING POLICY

All USAID-funded foreign assistance (including programs, projects, activities, public communications, or commodities) must be communicated, promoted, and marked as coming from the American People through USAID. Specific communications and promotion measures must be described in the “Branding Strategy” and “Branding Implementation Plan,” and specific marking will be described in the “Marking Plan” for the contract. Branding and marking under this contract must comply with the USAID Automated Directive System Chapter 320 Branding and Marking (ADS 320) at [http://www.usaid.gov/policy/ads/300/320.pdf](http://www.usaid.gov/policy/ads/300/320.pdf).

D.3 BRANDING STRATEGY

The name of the project:

The project name is [Community and Municipal Governance Initiative (CAMI) in the Kyrgyz Republic](#).

Translations to other applicable languages must be proposed by the Contractor and approved by USAID as part of the Branding Implementation Plan.

How the materials and communications will be positioned:

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

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

**Any other organizations to be acknowledged:**

Co-branding and co-marking of public communications with local partners, in particular municipal governments and partners in public-private partnerships, is allowable and encouraged in order to promote local ownership of the initiatives supported by USAID. Co-branding and co-marking is to be specified in the branding implementation plan and will require approval by USAID.

**D.4 APPROVAL OF BRANDING IMPLEMENTATION PLAN**

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

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

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISTION REGULATION
(48 CFR Chapter 1)

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<tr>
<td>CPFF</td>
<td>52.246-3 INSPECTION OF SUPPLIES – COST REIMBURSEMENT</td>
<td>MAY 2001</td>
</tr>
<tr>
<td>CPFF</td>
<td>52.246-5 INSPECTION OF SERVICES – COST-REIMBURSEMENT</td>
<td>APR 1984</td>
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E.2 INSPECTION AND ACCEPTANCE

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

The Contracting Officer has delegated to the COR the authority to inspect and accept certain services, reports and required deliverables and outputs as outlined in the COR designation letter and via clauses in the contract.

[END OF SECTION E]
SECTION F – DELIVERIES OF PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48CFR Chapter 1)

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<tr>
<td>CPFF</td>
<td>52.242-15 STOP-WORK ORDER ALTERNATE I</td>
<td>AUG 1989 APR 1984</td>
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F.2 PERIOD OF PERFORMANCE

The estimated period of performance for this Contract is five (5) years (the specific dates will be specified at contract award).

F.3 PLACE OF PERFORMANCE

The place of performance under this contract will be in Kyrgyz Republic as detailed in the Statement of Objectives of the RFP.

F.4 AUTHORIZED WORK DAY / WEEK

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

F.5 DELIVERABLES AND REQUIRED REPORTING

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

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

DELIVERABLES:

F.5.1 Annual Work Plan

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

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

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

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

Each year the contractor will submit for approval a list of commodities that will be purchased during the fiscal year as part of the Annual Work plan process. The annual commodities procurement list may be revised as necessary in consultation with the COR and by approval of the Contracting Officer. The initial list of commodities due with the technical proposal must be updated and finalized within forty-five (45) days of the contract award.

**F.5.2 Activity Monitoring and Evaluation Plan**

The contractor must include an Activity Monitoring and Evaluation Plan (AMEP) that will describe how the project’s performance will be monitored. The AMEP must significantly be based on the Local Self Government (LSG) Performance Assessment Tool. The AMEP must include an appropriate set of indicators to accurately measure project outputs and outcomes. The contractor may draw upon relevant USAID standard indicators (http://f.state.sbu/Pages/Indicators.aspx) and develop custom indicators, as required. For each indicator, the AMEP must clearly identify data sources, frequency of data collection, collection methods, the party responsible for data collection, baseline information, and annual targets. The contractors must include costs of data collection, analysis, and reporting as a separate line item in their budgets to ensure that adequate resources are available. (203.3.5 Monitoring Activities/Implementing Mechanisms, Effective Date: 11/02/2012). In addition, the AMEP must include a narrative detailing: the planned staffing structure and resource allocation for M&E; how data collection, analysis and reporting of performance data will be managed under the project; how data quality assessments will be undertaken; how gender analysis will be incorporated into the M&E methodology; and how data will be shared and used to inform programming. The planned calendar of M&E activities must be presented in a Gantt chart. The resource allocation will appear as a separate line item in the proposed budget and correspond with the level of effort outlined in the AMEP.
A draft AMEP is requested in this solicitation as part of the evaluation. A finalized AMEP must be submitted within 45 days of the contract award date.

F.5.3 Quarterly Performance Reports

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

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

The 4th Quarter Performance Report may be a section of the Annual Report but must contain all information required under this section.

F.5.4 Annual Report

An Annual report will be due within 30 calendar days after the end of each USG fiscal year, ending September 30. These reports must be based on the approved Annual Work Plan and AMEP and will cover:

• Summary of cumulative accomplishments for the year as a whole;
• Situational background information concerning the program’s objective;
• Description of progress against planned accomplishments in the Work Plan and any deviations;
• Description of progress against planned AMEP targets and any deviations;
• Progress in coordination with host government, other donors, USAID-funded projects, and PPP partners;
• At least two success stories suitable for publication;
• The report must also include a CD with a collection of minimum of 20 photographs a year for each country where the project is implemented that are illustrative of project’s achievements in jpeg format. The photographs will comply with guidance provided in the USAID Graphic Standards Manual, and be at least 1MB in size each. Each photograph will have a brief explanation about its subject and identity: the author and his/her organization, person(s) featured in the photograph, and the location where the photograph was taken.
• Summary of administrative/staffing issues; and
• Planned main activities for the next year.

Annual reports must include as separate attachments:

• List of commodities procured and revised inventory;
• List of all reports, analyses, presentations, and other key documents produced during the year;
• Personnel summary that will indicate all of the positions (short and long term – local and expatriate), LOE, and the salary rates;
• List of all subcontracts, if any, with a short description of the purpose and amount;
• Status reports on the progress, delays, and issues with the implementation of the action plans in target municipalities/sectors;
• Other documents as may be required by USAID.
Reports will be provided electronically to the COR. Reports must be prepared in a reader-friendly format so that they can be easily reviewed by the Mission and by USAID’s counterparts.

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

**F.5.5 Final Report**

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

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

**REQUIRED REPORTING:**

**F.5.7 Participant Training Reports.**

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

**F.5.8 Quarterly Financial Reports.**

The contractor must submit quarterly financial summaries for the contractor and each subcontractor to the COR, 10 days prior to the end of the quarter, showing disbursements and accruals to date, budget estimate, subcontractor obligation and expenditures, and change order, if any.

**F.5.9 Accrual Reports**

The contractor must submit a quarterly accrual reports for this contract overall as well as the resources allocated to this contract. Accrual reports must include the (a) total amount obligated; (b) total amount invoiced for, (c) total amount of expended but not yet invoiced for, and (d) remaining unexpended funds by country and a consolidated regional accrual report. Accrual reports will be submitted to the COR electronically, 10 days prior to the end of the quarter.

**F.5.10 Monthly Vouchers**
The contractor will track and document in a monthly voucher the detailed expenditures for both project activities (project expenditures) and non-project expenditures (management, administrative, operational, indirect costs and fees) by country. Each voucher must include a financial summary sheet. The voucher must be submitted to the payment office indicated on the cover sheet of the Contract. In addition, a copy must be provided to the COR. Voucher reports must be consistent with AIDAR 752.7003 documentation for payment, requirements.

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

#### F.6.1 Schedule:

<table>
<thead>
<tr>
<th>Deliverables for Year 1</th>
<th>Delivery Schedule</th>
<th>Format</th>
<th>Fixed Fee Payment Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activity Monitoring and Evaluation Plan (AMEP)</td>
<td>Within 45 days after the effective date of the Contract.</td>
<td>Electronic</td>
<td>8% of fee</td>
</tr>
<tr>
<td>FY 2016 1st Quarterly Performance Report</td>
<td>Within 30 calendar days after the end of USG fiscal quarter.</td>
<td>Electronic</td>
<td>2% of fee</td>
</tr>
<tr>
<td>FY 2016 2nd Quarterly Performance Report</td>
<td>Within 30 calendar days after the end of USG fiscal quarter.</td>
<td>Electronic</td>
<td>2% of fee</td>
</tr>
<tr>
<td>FY 2016 3rd Quarterly Performance Report</td>
<td>Within 30 calendar days after the end of USG fiscal quarter.</td>
<td>Electronic</td>
<td>2% of fee</td>
</tr>
<tr>
<td>Annual Performance Report</td>
<td>Within 30 calendar days after the end of USG 4th fiscal quarter.</td>
<td>Electronic</td>
<td>5% of fee</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Deliverables for Year 2</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Work Plan – with AMEP and Site and Service Selection Tool revisions as necessary</td>
<td>60 days prior to the end of the USG fiscal year</td>
<td>Electronic</td>
<td>8% of fee</td>
</tr>
<tr>
<td>FY 2017 1st Quarterly Performance Report</td>
<td>Within 30 calendar days after the end of USG fiscal quarter.</td>
<td>Electronic</td>
<td>2% of fee</td>
</tr>
<tr>
<td>FY 2017 2nd Quarterly Performance Report</td>
<td>Within 30 calendar days after the end of USG fiscal quarter.</td>
<td>Electronic</td>
<td>2% of fee</td>
</tr>
<tr>
<td>FY 2017 3rd Quarterly Performance Report</td>
<td>Within 30 calendar days after the end of USG fiscal quarter.</td>
<td>Electronic</td>
<td>2% of fee</td>
</tr>
<tr>
<td>Annual Performance Report</td>
<td>Within 30 calendar days after the end of USG 4th fiscal quarter.</td>
<td>Electronic</td>
<td>5% of fee</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Deliverables for Year 3</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Work Plan – with AMEP and Site and Service Selection Tool revisions as necessary</td>
<td>60 days prior to the end of the USG fiscal year</td>
<td>Electronic</td>
<td>8% of fee</td>
</tr>
<tr>
<td>Deliverables for Year 4</td>
<td>Deliverables for Year 5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------</td>
<td>-------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY 2018 1st Quarterly Performance Report</td>
<td>Annual Work Plan – with AMEP and Site and Service Selection Tool revisions as necessary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY 2018 2nd Quarterly Performance Report</td>
<td>FY 2019 1st Quarterly Performance Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Performance Report</td>
<td>FY 2019 3rd Quarterly Performance Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Performance Report</td>
<td></td>
<td>Annual Performance Report</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Deliverables for Year 4</th>
<th>Deliverables for Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2020 1st Quarterly Performance Report</td>
<td>Annual Work Plan – with AMEP and Site and Service Selection Tool revisions as necessary</td>
</tr>
<tr>
<td>FY 2020 2nd Quarterly Performance Report</td>
<td>FY 2020 1st Quarterly Performance Report</td>
</tr>
<tr>
<td>FY 2020 3rd Quarterly Performance Report</td>
<td>FY 2020 2nd Quarterly Performance Report</td>
</tr>
<tr>
<td>Final Report</td>
<td>FY 2020 3rd Quarterly Performance Report</td>
</tr>
</tbody>
</table>

**F.6.2 ALTERNATE DELIVERABLES**

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

**F.6.3 FEE PAYMENT SCHEDULE**

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

F.7 KEY PERSONNEL

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

<table>
<thead>
<tr>
<th>TITLE</th>
<th>NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief of Party</td>
<td>TBD</td>
</tr>
<tr>
<td>Deputy Chief of Party/Senior Technical Advisor</td>
<td>TBD</td>
</tr>
<tr>
<td>Local Self Government Assistance Products and Services Coordinator</td>
<td>TBD</td>
</tr>
</tbody>
</table>

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

(c) Qualifications of Key Personnel

A. Chief of Party is responsible for the activity’s overall approach, design, implementation, administration, operation, accountability, and results:

- Demonstrated understanding of local government management, finance, and operations
- Proven track record of at least 15 years of progressively responsible professional experience with donor-funded governance projects
- Proven success in establishing and maintaining relationships with a broad range of stakeholders, achieving results and meeting deadlines
- Demonstrated capacity to transfer information and knowledge to external partners, stakeholders, senior officials and the donor community
- Fluent written and spoken English skills, Russian and/or Kyrgyz proficiency preferred
- Advanced degree from an accredited university in a relevant field of study, such as political science, public policy, public administration, and international development, or demonstrated relevant equivalent training and experience

B. Deputy Chief of Party/Senior Technical Advisor is responsible for the activity’s day-to-day operations, as well as for incorporating the Kyrgyz Republic’s community and governance norms in the design and delivery of assistance:

- Proven track record of at least 10 years of progressively responsible professional experience with governance projects in similar settings in Central Asia, the former Soviet Union, or Eastern Europe, experience in the Kyrgyz Republic preferred
- Demonstrated technical and management proficiency on similar governance projects in similar settings in Central Asia, the former Soviet Union, or Eastern Europe, experience in the Kyrgyz Republic preferred
- Demonstrated experience working with host-country institutions, donors and non-governmental organizations to promote local governance reform, particularly in a post-Soviet environment
• Proven success in establishing and maintaining relationships with a broad range of stakeholders and promulgating reforms in similar settings in Central Asia, the former Soviet Union, or Eastern Europe, experience in the Kyrgyz Republic preferred
• Fluent spoken and written skills in Russian and English, Kyrgyz proficiency preferred
• Degree from an accredited university in a relevant field of study, such as political science, public policy, public administration, and international development, or demonstrated relevant equivalent training and experience

C. Local Self Government Assistance Products and Services Coordinator is responsible for designing, developing, and delivering assistance to LSGs’ leadership and community:

• Proven track record of at least 5 years relevant professional and progressively responsible experience in development assistance
• Demonstrated experience working with sub-national government entities in the areas of capacity building, service delivery and citizen participation, particularly in a post-Soviet environment
• Proven experience in supervising and leading a team in a development context and coordinating with other donor initiatives, as well as developing assistance products and services, training consultants that implement them, and continually improving them
• Spoken and written language proficiency in Russian and Kyrgyz as well as excellent English language skills
• Bachelor degree with significant study in a pertinent field, such as public administration, law, political science, international development, and international relations, or demonstrated relevant equivalent training and experience

F.8 PERFORMANCE STANDARDS

Evaluation of the contractor's overall performance in accordance with the performance standards set forth in the PWS, will be conducted jointly by the COR and the Contracting Officer, and will form the basis of the contractor's permanent performance record with regard to this contract.

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

Contract Reports and Information/Intellectual Products.

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

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

(ii) The contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.
(2) Within thirty (30) calendar days after completion of the contract, the contractor must submit to
the DEC any reports that have not been previously submitted and an index of all reports and
information/intellectual products referenced in paragraph (a)(1) of this clause.

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

(1) Standards.

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

(ii) All submissions must conform to current USAID branding requirements.

(iii) Contract reports and information/intellectual products can be submitted in either electronic
(preferred) or paper form. Electronic documentation must comply with Section 508 of the

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

(v) Electronic documents must be in one of the National Archives and Records Administration
(NARA)-approved formats as described in NARA guidelines related to the transfer of permanent
E-records. (See http://www.archives.gov/records-mgmt/inititives/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 shall include the contract
number(s), contractor name(s), name of the USAID Contracting Officer’s Representative, the
publication or issuance date of the document, document title, (if non-English, provide and English
translation of the title), author name(s), and development objective or project title (if non-English,
provide a translation) and associated number, and language of the document (if non-English). In
addition, all hard copy materials submitted in accordance with this clause must have, attached as a
separate cover sheet, the name, organization, address, telephone number, fax number, and Internet
address of the submitting party.

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

(a) The contractor shall prepare and submit progress reports as specified in the contract schedule. These
reports are separate from the interim and final performance evaluation reports prepared by USAID in
accordance with FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or
their authorized representatives when evaluating the contractor's performance.
(b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contractor submits the report or the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

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

G.1 CONTRACTING OFFICER'S AUTHORITY

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

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:
Acquisition and Assistance Office
USAID/CA Regional Mission
Internet email:
AlmatyAASolicitations@usaid.gov
Facsimile:
+7 (7272) 50-76-35 or 36

U.S. based mailing address: USAID/CA, Acquisition and Assistance Office
USAID/DOS
7030 Almaty Place
Washington, DC 20521-7030

Street/delivery address:
USAID/CA, Acquisition and Assistance Office
41 Kazybek bi Street
Park Palace Building
Almaty, Kazakhstan 050010
Tel 7-7272-50-48-02

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer’s Representative will be appointed by the Contracting Officer prior to the time of award and designated here.

G.4 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998) (CPFF)

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

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

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Amt. Vouchered To Date</th>
<th>Amt. Vouchered This Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Product/Service Desc. for Line Item 0001</td>
<td>$XXXX.XX</td>
<td>$XXXX.XX</td>
</tr>
<tr>
<td>0002</td>
<td>Product/Service Desc. for Line Item 0002</td>
<td>$XXXX.XX</td>
<td>$XXXX.XX</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$XXXX.XX</td>
<td>$XXXX.XX</td>
</tr>
</tbody>
</table>
(2) The SF-1034 should be supported with the attached spreadsheet indicating contractor’s expenditures broken down by countries and budget categories in accordance with Section B.3 Budget.

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

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

BY: ______________________________________________________

TITLE: ______________________________________________________

DATE: ______________________________________________________

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

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

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

G.5 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

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

(2) Provision of written information to the contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

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

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

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

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

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

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

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

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

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

d In the separately-issued COR designation letter, the CO designates an alternate COR to act in the absence of the designated COR, in accordance with the terms of the letter.

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

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

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

G.6 PAYING OFFICE

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

E-mail: CARInvoices@usaid.gov

Facsimile: +7 (7272) 50-76-35 or 36

U.S. based mailing address: USAID/CA, Office of Financial Management
USAID/DOS
7030 Almaty Place
Washington, DC 20521-7030

Street/delivery address: USAID/CA, Office of Financial Management
41 Kazybek bi Street
Park Palace Building
Almaty, Kazakhstan 050010
Tel 7-7272-50-48-02

G.7 ACCOUNTING AND APPROPRIATION DATA

[TO BE INSERTED AT AWARD]

G.8 CONTRACTOR’S PRIMARY POINT OF CONTACT

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

Name: ____________
Title: ______________
E-mail: ______________
Phone: _____________

[To be completed by the contractor]

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

H.1 INSURANCE AND SERVICES

a) Pursuant to AIDAR 752.228-3 Worker’s Compensation Insurance (Defense Base Act), to obtain DBA insurance, contractors and subcontractors must apply for coverage directly from AON Risk Insurance Services (AON), the agent for Allied World Assurance Company (AWAC). AWAC is the only insurance underwriter authorized to write DBA insurance under USAID contracts as of March 1, 2010.

To obtain this insurance, contact AON at either one of these two locations:

(1)  AON Risk Insurance Services West, Inc.
     199 Fremont St, Suite 1400
     San Francisco, CA 94105
     Hours: 8:30 AM to 5:00 PM Pacific Time

     Primary contact: Fred Robinson, Phone (415) 486-7516
     Email address: Fred.Robinson@aon.com or

     Secondary contact: Angela Falcone, Phone (415) 486-7000
     Email address: Angela.Falcone@aon.com

     Or

(2)  AON Risk Insurance Services East, Inc.
     1120 20th St, NW, Suite 600
     Washington, DC 20036

     Hours: 8:30 AM to 4:00 PM Eastern Time

     Primary contact: Ellen Rowan, Phone (202) 862-5306
     Email address: Ellen.Rowan@aon.com or

     Secondary contact: Chris Thompson, Phone (202) 862-5302
     Email address: Chris.Thompson@aon.com

USAID’s DBA insurance agent is:

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

    Points of Contact:
    Diane Proctor or Taunya Jones
    (703) 813-6506
    (703) 813-6503

    Hours of Operation are: 8 a.m. to 5 p.m. (EST)
    Telefax: (703) 354-0370
    E-Mail: www.rutherfoord.com
b) In compliance with new Agency guidelines, Contractors will be required to submit a copy of DBA coverage for which contract performance is to occur outside of the U.S. This document must be provided prior to start of performance overseas.

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

<table>
<thead>
<tr>
<th></th>
<th>Period of Performance</th>
<th>Services</th>
<th>Construction</th>
<th>Security Guards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Period</td>
<td>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>

### H.2 AUTHORIZED GEOGRAPHIC CODE

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

### H.3 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 Federal Program Funds.” The authorized source for procurement is Geographic Code 937 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

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

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

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

1. Agricultural commodities,
2. Motor vehicles,
3. Pharmaceuticals and contraceptive items
4. Pesticides,
5. Fertilizer,
6. Used equipment, or
7. U.S. government-owned excess property.
If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer or fails to comply with required procedures under an applicable waiver as provided by the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the contractor to refund the entire amount of the purchase.

H.4 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)

(Class Deviation OAA-DEV-14-01c)

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

H.5 AMMONIUM NITRATE AND CALCIUM AMMONIUM NITRATE RESTRICTION (SEPTEMBER 2011)

(Class Deviation OAA-DEV-11-03c, expiration date September 8, 2016)

a) Ammonium Nitrate (AN) and Calcium Ammonium Nitrate (CAN) are marketed and used as fertilizers for agricultural applications, and as explosives for construction/demolition applications. None of the funds made available under this agreement shall be used, directly or indirectly, to produce, acquire, use, transport, store, sell, or otherwise deal with AN for agricultural applications or CAN for agricultural or construction/demolition applications. This provision supersedes the terms and conditions of any other provision, including any deemed approval, in this grant applicable to restricted goods and services. This provision shall not be altered or its applicability waived.

(b) If USAID determines that the Recipient or any subcontractor/subawardee has used any funds under this agreement contrary to the restriction in paragraph (a) of this provision, the Contracting Officer may require the Recipient to refund the entire amount used for such purposes.

(c) The Recipient shall insert this provision in its entirety in all subcontracts/subawards, including (without limitation) Grants under Contracts (GUCs).

H.6 LANGUAGE REQUIREMENTS

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

The contractor must ensure that, when necessary to perform the work, contractor employees and consultants have the appropriate level of writing and oral skill.
H.7 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

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

[TO BE INSERTED AT AWARD]

H.8 ADS 548 INFORMATION TECHNOLOGY REQUIREMENT

The contractor must comply with the requirements contained in ADS 548 which require review and approval by the Office of Information Resource Management (M/IRM) in USAID/W of information technology components in which the life-cycle cost of commodities or services (e.g., installation, maintenance, and technical assistance) exceeds $100,000.

H.9 ADS 547 MANAGEMENT OF INFORMATION TECHNOLOGY RESOURCES

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

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

(B) The term ‘information technology' includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

(C) Notwithstanding subparagraphs (A) and (B), the term 'information technology' does not include any equipment that is acquired by a Federal contractor incidental to a Federal contract. (Source: Clinger-Cohen Act) (Chapters 541-548, 552).

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

3. As part of the Property Disposition Plan, the contractor will provide a separate and final inventory of IT resources. After consultation with the COR and the USAID Office of Information Resource Management, the Contracting Officer will provide disposition instructions to the contractor. The contractor will provide a final report to the COR and Contracting Officer on the final disposition of all IT resources.
H.10 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES

Funds in this contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences" [link] or as approved by the Contracting Officer.

H.11 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 contract during the prior U.S. fiscal year.
   (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
   (6) Any reimbursements received by the contractor during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) 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 original reports to: the Office of Financial Management, ATTN: Regional Controller at 41 Kazybek bi Street, 480100 Almaty, Kazakhstan. An electronic copy of the report can be sent to ALMATYSECTION506@USAID.GOV. Please include the words “Section 579 Interim Report” in the subject line. One copy of each report should be sent to the respective COR for the award and one copy to the Contracting Officer at AlmatyAAReporting@usaid.gov.

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

(f) For further information see [link]
H.12 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.13 ACCESS TO USAID FACILITIES AND USAID’s INFORMATION SYSTEMS (AUGUST 2013)

(a) A U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of a U.S firm may obtain access to USAID facilities or logical access to USAID’s information systems only when and to the extent necessary to carry out this award and in accordance with this provision. The contractor’s employees, consultants, or volunteers who are not U.S. citizen as well as employees, consultants, or volunteers of non-U.S. firms, irrespective of their citizenship, will not be granted logical access to U.S. Government information technology systems (such as Phoenix, GLAAS, etc.) and must be escorted to use U.S. Government facilities (such as office space).

(b) Before a contractor (or a contractor employee, consultant, or volunteer) or subcontractor at any tier may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities in the United States, or logical access to USAID’s information systems, the individual must provide two forms of identity source documents in original form to the Enrollment Office personnel when undergoing processing. One identity source document must be a valid Federal or State government-issued picture ID. Contractors may contact the USAID Security Office to obtain the list of acceptable forms of documentation. Submission of these documents, to include documentation of security background investigations are mandatory in order for the contractor to receive a PIV/FAC card and be granted access to any of USAID’s information systems. All such individuals must physically present these two source documents for identity proofing at their enrollment.

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

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

(e) The contractor is required to include this provision in any subcontracts that require the subcontractor, subcontractor employee, or consultant to have routine physical access to USAID space or logical access to USAID’s information systems.
H.14 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, project designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf.

(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.15 302.3.5.16(a)(1) CONSCIENCE CLAUSE IMPLEMENTATION (ACQUISITION) (FEBRUARY 2012)

(a) An organization, including a faith-based organization, that is otherwise eligible to receive funds under this agreement for HIV/AIDS prevention, treatment, or care—

(1) Shall not be required, as a condition of receiving such assistance—

(i) To endorse or utilize a multisectoral or comprehensive approach to combating HIV/AIDS; or

(ii) To endorse, utilize, make a referral to, become integrated with, or otherwise participate in any program or activity to which the organization has a religious or moral objection; and

(2) Shall not be discriminated against in the solicitation or issuance of grants, contracts, or cooperative agreements for refusing to meet any requirement described in paragraph (a)(1) above.

(b) An offeror who believes that this solicitation contains provisions or requirements that would require it to endorse or use an approach or participate in an activity to which it has a religious or moral objection must so notify the cognizant Contracting Officer in accordance with AIDAR 752.7006 (Notices) as soon as possible, and in any event not later than 15 calendar days before the deadline for submission of applications under this solicitation. The offeror must advise which activity(ies) it could not implement and the nature of the religious or moral objection.

(c) In responding to the solicitation, an offeror with a religious or moral objection may compete for any funding opportunity as a prime partner, or as a leader or Text highlighted in yellow indicates that the material member of a consortium that comes together to compete for an award. Alternatively, such offeror may limit its proposal to those activities it can undertake and should indicate in its submission the activity (ies) it has excluded based on religious or moral objection. The offeror’s proposal will be evaluated based on the activities for which a proposal is submitted, and will not be evaluated favorably or unfavorably due to the absence of a proposal addressing the activity (ies) to which it objected and which it thus omitted. In addition to the notification in paragraph (b) above, the offeror must meet the submission date provided for in the solicitation.
H.16 USAID-FINANCED THIRD-PARTY WEB SITES (AUGUST 2013)

(a) Definitions:

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

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

(1) Working through the COR, the contractor must notify the USAID Bureau for Legislative and Public Affairs/Public Information, Production and Online Services (LPA/PIPOS) of the Web site URL as far in advance of the site's launch as possible.


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

(4) The Web site must provide persons with disabilities access to information that is comparable to the access available to others. As such, all site content must be compliant with the requirements of the Section 508 amendments to the Rehabilitation Act.

(5) The contractor must identify and provide to the COR, in writing, the contact information for the information security point of contact. The contractor is responsible for updating the contact information whenever there is a change in personnel assigned to this role.

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

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

(c) For general information, agency graphics, metadata, privacy policy, and 508 compliance requirements, refer to http://transition.usaid.gov/info_technology/xweb/contracts.html
H.17 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 project 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.18 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)

a) Definitions

“USAID Implementing Partner Notices (IPN) Portal for Acquisition (“IPN Portal”)” means the single point where USAID posts universal bilateral modifications, which can be accessed electronically by registered USAID contractors. The IPN Portal is located at https://sites.google.com/site/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.19 302.3.5.22 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)

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

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

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

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

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

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

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

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

(5) The contractor must not submit classified data to the DDL.
H.20 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.21 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED

a) The Contractor must provide a comprehensive list of all offered specific electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Contractor must clearly indicate where this list with full details of compliance can be found (e.g., vendors or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning five calendar days after award. The contractor must maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to its product line.
b) For every EIT product accepted under this contract by the Government that does not comply with 36 CFR Part 1194, the Contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever will occur first.

H.22 GENDER CONSIDERATION

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

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

H.23 ENVIRONMENTAL COMPLIANCE

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

No activity funded under this award will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO).

A Programmatic IEE (PIEE) Amendment #6 for Democracy and Governance programs (DCN: Asia 11-131) was approved on 8/12/2011. It establishes environmental compliance screening, mitigation, monitoring, and reporting requirements. A PIEE Amendment #7 (DCN: Asia 14-68), approved on February 26, 2014, raises the PIEE Amendment #6 budget ceiling and extends the environmental compliance requirements through September 2020. These PIEE amendments cover the Community and Municipal Governance Initiative (CAMI) in Kyrgyz Republic. They are included as an Annex J.5 and J.6.

USAID has determined that program activities including subcontracts and grants for technical assistance, training, analyses, studies and information transfers qualify for a Categorical Exclusion under 22 CFR Part 216.2(c)(2) (no effect on the natural or physical environment) and, therefore, these activities are excluded from an environmental review. When applicable, these activities must include principles of environmental and human health protection, impact mitigation, and environmental sustainability. They don’t require further environmental review and reporting.

USAID has also determined that a Negative Determination with Conditions applies to any program activities, including subcontracts and grants for local initiatives that may have potential for negative impact on the environment and human health. It includes small construction and renovation activities, procurement,
use, and disposal of materials, commodities and electric and electronic equipment. If the offeror works on such activities, it will screen, mitigate, monitor and report to USAID in accordance with terms of the PIEE Amendments #6 and #7.

As part of its initial Work Plan, and all Annual Work Plans thereafter, the offeror, in collaboration with the Contracting Officer’s Representative (COR) and the Mission Environmental Officer will review all ongoing and planned activities under this award to determine if they are within the scope of the approved PIEE amendments #6 and #7. If the Offeror plans any new activities outside the scope of these documents, it will assist the COR to prepare an IEE amendment for USAID review and approval. No such new activities will be undertaken prior to receiving written USAID approval of the amendment.

Given the above, the offeror must include as part of their response their commitment to achieving environmental compliance and management such as the offeror’s approach to developing and implementing 22 CFR 216 Agency Environmental Compliance documentation, including environmental reviews, environmental impact assessments, preparation of Environmental Mitigation and Monitoring Plans (EMMP) and reports, etc. and to providing necessary environmental management expertise, including examples of past experience of environmental management of similar activities.

[END OF SECTION H]
PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR:  https://www.acquisition.gov/far/
AIDAR:  http://www.usaid.gov/ads/policy/300/aidar

I.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

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I.3 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause—

“Coercion” means—

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform
an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

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

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

“Employee” means an employee of the Contractor directly engaged in the performance of work
under the contract who has other than a minimal impact or involvement in contract performance.

“Forced Labor” means knowingly providing or obtaining the labor or services of a person—

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if
the person did not perform such labor or services, that person or another person would
suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

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

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did
not enter into or continue in such conditions, that person or another person would suffer
serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in
which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or
services, through the use of force, fraud, or coercion for the purpose of subjection to
involuntary servitude, peonage, debt bondage, or slavery.

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

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
(2) Procure commercial sex acts during the period of performance of the contract; or
(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall—

(1) Notify its employees of—
   (i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and
   (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
(2) Requiring the Contractor to terminate a subcontract;
(3) Suspension of contract payments;
(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
(6) Suspension or debarment.

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

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State’s Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/g/tip.

Alternate I (Aug 2007). As prescribed in 22.1705(b), substitute the following paragraph in place of paragraph (c)(1)(i) of the basic clause:

(i)(A) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and
(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:
I.4  52.244-2 SUBCONTRACTS ALT I. (JUNE 2007)

(a) Definitions. As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

TBD

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.
(ii) Identification of the type of subcontract to be used.
(iii) Identification of the proposed subcontractor.
(iv) The proposed subcontract price.
(v) The subcontractor’s current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
(vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
(vii) A negotiation memorandum reflecting—

A The principal elements of the subcontract price negotiations;
B The most significant considerations controlling establishment of initial or revised prices;
(C) The reason certified cost or pricing data were or were not required;
(D) The extent, if any, to which the Contractor did not rely on the subcontractor’s certified cost or pricing data in determining the price objective and in negotiating the final price;
(E) The extent to which it was recognized in the negotiation that the subcontractor’s certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
(F) The reasons for any significant difference between the Contractor’s price objective and the price negotiated; and
(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(e)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor’s purchasing system shall constitute a determination—
   (1) Of the acceptability of any subcontract terms or conditions;
   (2) Of the allowability of any cost under this contract; or
   (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor’s purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

________________________________________________
________________________________________________

I.5 52.222-52 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES – CERTIFICATION (MAY 2014)

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror [ ] does [ ] does not certify that—
(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An “established catalog price” is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An “established market price” is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Act—

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

[END OF SECTION I]
### PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

#### SECTION J - LIST OF ATTACHMENTS

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

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K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 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 certification 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 the 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.


(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 Certification. This provision applies to all solicitations.
(xxi) 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; and

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

[Contracting Officer check as appropriate.]

   ___ (i) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

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

   ___ (iii) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

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

   ___ (v) 52.227-6, Royalty Information.

       ___ (A) Basic.

       ___ (B) Alternate I.

   ___ (vi) 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.

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<th>FAR Clause</th>
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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.

**K.3 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)**

(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 or are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have or have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if Offeror checks have, the Offeror shall also see 52.209-7, if included in this solicitation);
(C) Are or 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;
(D) Have or have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 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 contest 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).
   (v) The Offeror has or 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.
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 nonresponsible.

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

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

K.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision—
“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.
“Federal contracts and grants with total value greater than $10,000,000” means—
(1) The total value of all current, active contracts and grants, including all priced options; and
(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

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

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
(i) In a criminal proceeding, a conviction.
(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.
(iii) In an administrative proceeding, a finding of fault and liability that results in—
(A) The payment of a monetary fine or penalty of $5,000 or more; or
(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.
(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

K.5 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”;

(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.6 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that—

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

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
K.7 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)

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 $700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

[ ] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

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

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

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

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

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

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

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

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

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

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

[ ] yes [ ] no
K.8 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES
(APR 2005)

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

[ ] Yes [ ] No

If the offeror checked “Yes” above, the offeror shall—

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

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

K.9 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.10 SIGNATURE

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

Solicitation No.: _______________________________________

Offer/Proposal No.: _____________________________________

Date of Offer __________________________________________

Name of Offeror _________________________________________

Typed Name and Title ________________________________

Signature ___________________________ Date ____________

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Full electronic text is available at USG or USAID public domain (CO will not make 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 these addresses:

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

L.2 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.

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<td>SYSTEM FOR AWARD MANAGEMENT</td>
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<td>SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE</td>
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L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates one or more Cost Plus Fixed Fee completion contract resulting from this solicitation.

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

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

Internet email: rpearson@usaid.gov
Facsimile: +7 (727) 250-76-36 or 35
(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

1.5 GENERAL INSTRUCTIONS TO OFFERORS

The U. S. Government anticipates awarding approximately one contract as a result of this Solicitation. The Agency reserves the right to award multiple, one or no awards under this solicitation.

(a) RFP Instructions

If an offeror does not follow the instructions set forth herein, the offeror's proposal may be eliminated from further consideration or the proposal may be down-graded and not receive full or partial credit under the applicable evaluation criteria. If an offeror does not understand the instructions in this Solicitation, then it must write to the Contracting Officer for clarification by the deadline stated on the cover letter of the RFP.

(b) Accurate and Complete Information.

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

(c) Pre-award Survey.

USAID reserves the right to perform a pre-award survey which may include, but is not limited to:

(i) Interviews with individuals to establish their ability to perform contract duties under the project conditions;

(ii) Review of the prime offeror’s financial condition, business and personnel procedures, etc.;

(iii) Site visits to the prime offeror’s institution.

(d) Offer Acceptability.

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

(1) Complete and submit Standard Form 33, Blocks 12 through 18;

(2) Submission of the proposed business/prices and indirect cost information as specified in Section B of this RFP;

(3) Submission of the proposed delivery dates and Fee schedule as specified in Section F of this RFP

(4) Complete and Submit of the "Representations, Certifications, and Other Statements of Offerors" In Section K; and
(5) Submission of all information required by Section L or any other section of this RFP.

(e) Proposal Preparation Costs.

The U.S. Government will not pay for any proposal preparation costs.

(f) Offer Expiration Date

Proposals will remain available for acceptance by USAID for a minimum of 180 days.

L.6 PROPOSAL SUBMISSION

(a) Questions Response Date

Questions and/or request for clarifications in response to this solicitation must be received in writing via e-mail to rpearson@usaid.gov, AlmatyAASolicitations@usaid.gov and abaioralova@usaid.gov. NOTE: Each email must use the following format for the subject line: SOL-176-15-000006, Community and Municipal Governance Initiative (CAMI) in the Kyrgyz Republic – [Name of Organization] Questions/Comments. USAID may consolidate and/or not respond to questions/comments.

The deadline for receiving questions is indicated on the cover letter. Only questions submitted in writing will be considered. No questions will be accepted after the date and time specified in the cover letter. No phone calls will be accepted.

Note: All questions/clarifications received by USAID/CA and responses to the questions will be posted at www.fbo.gov.

(b) Proposals in Response to Solicitation

All proposals in response to this solicitation are due to the USAID/CA, Acquisition and Assistance Office by the closing date and time specified on the cover letter.

The proposals must be submitted in two separate parts: (a) technical proposal and (b) cost proposal. Both proposals must be page numbered and contain a table of contents. The sections and annexes in the technical and cost proposals must be listed in the table of contents.

The Technical Proposal must address technical aspects only while the Business (Cost) Proposal must present the costs and address related issues such as responsibility. Proposals must be signed by an official who is authorized to bind the organization.

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

The proposals must be submitted in the following manner:

Electronic responses are required for this solicitation.

The offeror must submit the proposal via e-mail with up to 4.5 MB limit per email compatible with Microsoft Office (Word, Excel, etc.) and/or WordPerfect in a MS Windows environment. There has been a problem with the receipt of *.zip files due to anti-virus software. Therefore, the offeror is discouraged from sending files in this format as USAID cannot guarantee their acceptance by the internet server.
The subject of each email must read as follows: SOL-176-15-000006, Community and Municipal Governance Initiative (CAMI) in the Kyrgyz Republic - [Name of Offeror] Technical Proposal, [Email _ of _]

Proposals must be received at the e-mail addresses below no later than March 31, 2015 at 09:00 am Almaty Time (UTC +6). Receipt by any one addressee below in accordance with the deadline, will constitute timely receipt for this RFP. You will receive a confirmation from USAID via e-mail. Note that electronic signatures are acceptable by USAID.

The addresses for receipt of proposals are AlmatyAASolicitations@usaid.gov and abaionalova@usaid.gov.

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

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

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

(c) Government Obligation

The issuance of this solicitation does not in any way obligate the US Government to award a contract nor does it commit the U.S. Government to pay for costs incurred in the preparation and submission of a proposal. Furthermore, the U.S. Government reserves the right to reject any and all proposals.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) The Technical Proposal in response to this solicitation must address how the offeror intends to meet the objectives contained in the SOO of this RFP. It must also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal must be organized by the technical evaluation criteria listed in Section M. The technical proposal must offer original, critical thinking and analysis, related to each objective and it will tie the technical approach to deliverables and results to be achieved.

(b) The Technical Proposal is limited to thirty (30) pages, must be written in English, and set for printout on standard 8 1/2” x 11” paper (210 mm by 297mm paper), single spaced. Only 11 point Times New Roman font may be used, with each page numbered consecutively at the bottom of the page. Page margins must be a minimum of one inch at the top, bottom and each side must be submitted electronically. The font used in tables and charts may be adjusted as appropriate but must be no smaller than 9 point.

(c) The following documents are not included in the page limitation. No other annexes will be accepted. No material may be incorporated in the proposal by reference, attachment, appendix, etc. to circumvent the page limitation. Pages that exceed the page limitation will not be evaluated.

- Cover page
- Executive Summary
- Table of contents
- Key personnel resumes
- Staffing Organogram
- Bio-data sheets
RFP No.: SOL-176-15-000006

- Letters of Commitment
- Dividers
- 5-year Activity Management Plan
- 5-year Implementation Plan (including the initial list of commodities in F.5.1)
- Activity Monitoring and Evaluation Plan
- Past Performance References
- List of acronyms

(d) The Technical Proposal must include the following information:

**Cover Page (not included in the page limit)**

The offeror will include the name (both typed and his/her signature), phone, and contact information for the person authorized to bind the organization.

**Executive Summary (not included in the page limit; 2 page limit)**

The offeror will describe its understanding of the challenges identified in this RFP and the proposed solutions. The executive summary will include how the offeror will achieve the desired results, a description of the organizational structure and a brief summary of the management and staffing arrangements.

**Performance Work Statement**

The offeror’s technical approach must address the Statement of Objectives as specified in Section J.1 of the RFP, which identifies three performance objectives.

**Performance Objectives**

Offerors will submit a technical approach that clearly demonstrates how each of the three performance objectives in the SOO will be achieved.

Given that the performance objectives are interrelated, it is critical that the performance work statement addresses each performance objective individually while considering how it relates to other performance objectives.

The offeror's performance work statement must include a technically sound, innovative and feasible approaches that are grounded in the policy and institutional environment in Kyrgyz Republic. The offeror will address how its activities will engage the Government of the Kyrgyz Republic and Local Self Governments (LSGs). The offeror must demonstrate how they plan to coordinate with other donors, build effective sustainability measures, and promote local ownership of activities. The offeror must include realistic timing, interrelations and sequencing of major activities, projection milestones and indicator targets to meet the performance objectives as specified in SOO of the RFP.

**Local Self Government Performance Assessment Tool**

As part of their technical approach, offerors will provide a LSG Performance Assessment Tool to capture baseline data, identify legitimacy-effectiveness gaps, inform LSG site selection, and assess the effect of the activity’s interventions with respect to Performance Objectives 1 and 2 on improving LSG effectiveness and legitimacy, respectively. The LSG Performance Assessment Tool is also a means of demonstrating the challenges and opportunities for continued LSG performance improvements in the Kyrgyz Republic. The proposed LSG Performance Assessment Tool will:

1. Involve the participation of LSG officials and their communities in a self-assessment process.
2. Propose technically sound, objective indicators of LSG performance that are feasible to measure over the project lifetime.
3. Is implemented through a responsible third party, minimizing the contractor’s direct involvement and promoting local ownership of the tool. USAID highly prefers that the third party will be a local Kyrgyzstani organization.
4. Serve as input for the Activity Monitoring and Evaluation Plan (AMEP). As such, it must provide suggested draft standard and custom indicators with proposed yearly targets, as well as a proposed geographic information system (GIS)-based Activity Database.

Local Self Government Site and Service Selection Strategy
As part of the technical approach, offerors will propose a LSG Site and Service Selection Strategy that identifies the LSGs with the most significant legitimacy-effectiveness gaps serving as a basis for prioritizing USAID assistance to those LSGs, according to the LSG Performance Assessment Tool. The Strategy will also identify the devolved functions within target LSGs for which a LSG service can be most effectively improved with USAID assistance, over the life of the project. The LSG Site and Service Selection Strategy will:
1. Utilize the LSG Performance Assessment Tool as a means of identifying priority LSGs and services within those LSGs
2. Rapidly construct a representative sample of target LSGs to be rolled out within the first 90 days of award, based on key variables that are likely to account for variations within LSG performance
3. Maximize the number of LSGs where the contractor can most effectively improve LSG performance over the life of the activity
4. Include coordination with a multiple stakeholders and be complementary to other donor-funded LSG and/or decentralization initiatives

USAID Cross-Cutting Best Practices
Offerors will discuss how their proposed approach incorporates the perspectives and policy guidance of the USAID Cross-Cutting Best Practices described in the SOO.

Given this activity’s emphasis on working within local systems, local partners, and existing LSG support activities (including those funded by other donors and prioritized by Government actors), as well as the limited extent of those resources, non-exclusive commitments from local entities are encouraged.

The successful offeror’s performance work statement will be included in the final contract as Section C and serve as the scope of work.

Personnel
The Contractor must propose personnel necessary to effectively carry out the requirements of the contract, clearly identifying the long-term and short-term positions. The Contractor must utilize locally available personnel, including short-term consultants for all positions, tasks and scopes of work for which human resources with appropriate prior training and experience are locally available.

All key personnel positions must be committed to this project full time and be based in Kyrgyz Republic. Offerors must include a letter of commitment, at least three (3) references, and a resume that demonstrates that the proposed key personnel possess the skills and knowledge to function as proposed on the project team. Where possible, try to highlight the specific qualifications outlined in Section M. For each reference, specify the relationship between the individual proposed and the reference and include the email address and phone number of each reference.” References will be obtained for key personnel including information from other than the sources provided by the offeror. CVs will not be counted against the page limitation but will not be longer than three (3) pages each and where possible try to highlight the specific qualifications.

Key Personnel
The qualifications for key personnel are found in F.7.
Management Plan

The offeror must submit a Management Plan that demonstrates their capacity to mobilize resources immediately and implement activities as described in the SOO of the RFP.

The Management Plan must include an organizational chart with well-defined lines of authority, responsibility and communication including clear roles and responsibilities of home office and field staff, including their assigned management and decision-making authorities. The offeror must provide a chart delineating the qualifications, the roles and responsibilities of anticipated short term technical assistance (STTA) positions for each performance objective.

In accordance with the laws of Kyrgyz Republic, the contractor must be registered in the country in order to implement the project. The offeror must specify procedures for obtaining visas and registration as a requirement to receive this award. The registration process in Kyrgyz Republic can be lengthy and cumbersome; therefore, the offeror may not simply state they understand the visa/registration requirements.

The laws and decrees in Kyrgyz Republic require that foreign legal entities must be registered to do business within the country. These procedures are quite lengthy and it may take up to a year or longer before an organization knows whether its registration is accepted by the host government. Given the in-country operating environment for Kyrgyz Republic, the offeror through itself, or subcontractors, or joint venture members must demonstrate existing registration or the ability to quickly apply for registration in Kyrgyz Republic. Information on non-governmental organizations (NGOs) operating in such countries can be found through various English and Russian-language websites and NGO organizations.

Offerors that propose the use of subcontractors must indicate the method of identifying and selecting the subcontractors and the tasks/functions the sub-contractor will perform. The offeror must describe the nature of the relationship with the subcontractor. The offeror must specify the technical resources, capabilities and expertise of proposed subcontractors.

With regard to selecting the management structure and possible use of a joint venture partner, offerors must discuss how their selected approach lends itself to a cohesive project with interrelated and appropriately phased performance objective tasks.

The offeror must include as part of the Management Plan a Year One Work Plan describing the proposed tasks and milestones to accomplish the performance objectives of the SOO, including a demonstrated ability for timely mobilization, identification of initial target LSGs, and rollout of initial assistance to these LSGs. The work plan will (1) propose suggested activities by performance objective (2) propose any additional performance indicators with targets (3) propose annual targets for the USAID indicators, and (4) summarize major activities and milestones during the first year of the award including responsible personnel, and a timeline for major activities. The work plan should show a realistic timing and sequencing of key activities and project milestones, demonstrating feasibility to implement their technical approach and achieve results within the first year.

Draft Activity Monitoring and Evaluation Plan (AMEP):

- The offeror must include a draft AMEP that will describe how the offeror will monitor project performance.
- The draft AMEP must include an appropriate set of indicators to accurately measure project outputs and outcomes as well as annual targets.
- The offeror may draw upon relevant USAID standard indicators (http://f.state.sbu/Pages/Indicators.aspx) and develop custom indicators, as required.
• For each indicator, the draft AMEP must clearly identify data sources, frequency of data collection, collection methods, the party responsible for data collection, baseline information, and annual targets for each country.
• In addition, the draft AMEP must include a narrative detailing: the planned staffing structure and resource allocation for M&E; how the offeror will: manage data collection, analysis and reporting of performance data under the project; undertake data quality assessments; incorporate gender analysis into the M&E methodology; and share data and use data to inform programming.
• The offeror must present the planned calendar of M&E activities in a Gantt chart.

Contractor Past Performance Information [See Section M.4]

(a) The offeror (including all partners of a joint venture) must provide performance information for itself and each major subcontractor (one whose proposed cost exceeds 15% of the offeror’s total proposed cost) in accordance with the following:

1. List in an annex to the technical proposal up to 3 of the most recent and relevant contracts for efforts similar to the work in the subject proposal. The most relevant indicators of performance are contracts of similar type of work, scope of work, and complexity.

2. Provide for each of the contracts listed above a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, and a description of the performance to include:
   • Scope of work or complexity/diversity of tasks,
   • Primary location(s) of work,
   • Term of performance,
   • Skills/expertise required,
   • Dollar value, and
   • Contract type, i.e., fixed-price, cost reimbursement, etc.

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

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

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

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

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

(2) As part of the evaluation of performance in Section M.3 of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and prior contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract(s).

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

(B) To supplement the narrative summary in (A), provide a list of the recent contracts for which you submitted subcontract reports to eSRS (FAR 52.219-9(d)(10) and a copy of any similarly recent subcontracting reports if they were not submitted to eSRS.

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

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

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

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(B) To supplement the narrative summary in (A), provide a list of the recent contracts for which you submitted subcontract reports to eSRS (FAR 52.219-9(d)(10) and a copy of any similarly recent subcontracting reports if they were not submitted to eSRS.
(C) Provide the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her title, phone number, and e-mail address for each.

**Environmental Compliance:** The offeror must include as part of their response their commitment to achieving environmental compliance and management such as the offeror’s approach to developing and implementing 22 CFR 216 Agency Environmental Compliance documentation, including environmental reviews, environmental assessments, preparation of Mitigation and Monitoring Plans (MMP) and reports, etc. and to providing necessary environmental management expertise, including examples of past experience of environmental management of similar activities.

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

**a) Part 1 – Standard Form (SF) 33**

The offeror must submit 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 bind the organization.

**b) Part 2 - Proposed Costs/Prices and Cost Proposal Narrative**

(i) **Summary Budgets:** the Offeror must provide summary budgets for the period of performance. See the attached Budget Template (J.7) for required information and format.

(ii) **Detailed Budgets:** the Offeror must organize and provide cost detail information and cost breakdown by years as specified in this RFP. The MS-Excel spreadsheet must show a budget breakdown by the corresponding budget line item with the associated fixed fee. The Prime Costs Tab of the Budget Template (J.7) is the recommended format for the cost detail information but may be adjusted to fit the individual offeror’s needs. Supporting information must be provided in sufficient detail to allow a complete analysis of each line item cost.

(iii) Major subcontractors must include the same breakdowns in their budgets.

(iv) Offerors will 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.

(v) The cost proposal must be submitted under separate file from the technical proposal. The cost proposal must be in MS Excel and compatible with a MS Windows operating environment. The excel worksheets must not contain passwords, locked cells, or references to calculations not provided elsewhere in the proposal and all calculations and formulas must be visible. While there is no page limit, offerors are encouraged to be as concise as possible, but still provide the necessary detail to address the solicitation requirement.

(vi) Identified below are some of the common cost elements in a budget.

(vii) Cost proposals not using the supplied budget templates or that do not comply with these instructions can be considered unresponsive to the RFP.

**A) Salary and Wages**

FAR 31.205-6, AIDAR 732.203-46 and AIDAR 752.7007 provide for compensation for personal services. Direct salaries and wages for long-term and short-term expatriate staff, long-term and short term CCN staff
as well as home office support staff must be proposed in accordance with the offeror's personnel policies and regulatory requirements.

Salaries and wages must be based on the requirements of the positions proposed and NOT on the proposed individuals' salary histories. A daily rate for each proposed position, the work days required for the position and then the corresponding total salary per year. Direct salaries and wages for long-term and short-term expatriate staff as well as home office support staff must not exceed Contractor Salary Threshold (CST) in the amount of $648.48/day. Salaries for long-term and short term CCN staff must not exceed a threshold as specified in Local Compensation Plan (LCP).

Fully executed Biographical Data Sheets are required for all key personnel proposed under this RFP (forms may be obtained at http://www.usaid.gov/forms).

The offeror must separate expatriate and cooperating country national labor categories for short/long-term technical and administrative staff. Salaries of TCN and CCN personnel must be reflected on the biodata form in local currency with a dollar equivalent. Offeror must state the exchange rate used. TCN and CCN personnel, whose salary histories include salary in other currencies or U.S. dollars, must show the U.S. dollar equivalent and state the exchange rate used.

Any labor not directly employed by the offeror are considered subcontractors under the FAR.

(B) Consultants

FAR 31.205-33 provides for services rendered by a person who is member of a particular profession or possess a special skill and who is not an officer or an employee of the offeror. Any consultants that are not employees of the offeror are considered subcontractors under the FAR.

(B) Fringe Benefits

FAR 31.205-6 provides for allowances and services provided by the offeror to its employees as compensation in addition to regular wages and salaries. If the offeror has a fringe benefit rate that has been approved by an agency of the U.S. Government, such rate must be used and evidence of its approval must be provided.

(C) Travel, Transportation, and Per Diem

FAR 31.205-46, AIDAR 731.205-46 and AIDAR 752- 7032 provide for costs for transportation, lodging, meals and incidental expenses. The proposal must indicate the number of trips, domestic and international, and the estimated cost per trip. In the narrative specify the origin and destination for each proposed trip and any layovers, where applicable. Per Diems must be based on the offeror's normal travel policies (Offerors may choose to refer to the Federal Standardized Travel Regulations for cost estimates). Offeror's must review all regulations related to travel and base its estimates on current regulations.

(D) Procurement

The offeror must submit a list of proposed non-expendable property purchases. Specify all equipment to be purchased, including the type of equipment, the unit cost, the number of units to be purchased and the expected geographic source. Goods and services provided by the offerors under this USAID-financed award will be subject to the Geographic Code 937 and 110.

(E) Equipment and Supplies
FAR 2.101 provides for supplies as all property except land or interest in land, FAR 31.205-26 provides for material costs, and FAR 45 prescribes policies and procedures for providing Government property to contractors, contractors’ use and management of Government property, and reporting, redistributing, and disposing of contractor inventory. Specify all other equipment, materials and supplies expected to be purchased, including type, unit cost, and units.

(F) 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 costs.

(G) Subcontracts

FAR 44.101 provides for any contract entered into by a subcontractor to furnish supplies or services for performance of a prime offeror or a subcontractor. Information sufficient to determine the reasonableness of the cost/price of each specific subcontract must be provided for all subcontractors.

(H) Allowances

AIDAR 752.7028 provides for differentials and allowances with further references to Standardized Regulations. Allowances must be broken down by specific type and by person. Allowances must be in accordance with the offeror’s policies and the applicable regulations and policies established by the U.S. Department of State.

(I) Other Direct Costs

FAR 31.202 and FAR 31.205 provides for the allowability of direct costs and many cost elements. This includes, report preparation costs, passports and visas fees, medical exams and inoculations, insurance (other than insurance included in the offeror's fringe benefits), branding costs, as well as any other miscellaneous costs, which directly benefit the project proposed by the offeror. The narrative must provide a breakdown and support for all other direct costs.

(J) Overhead, G&A and Material Overhead

FAR 31.203 and FAR 42.700 provides for those remaining costs (indirect) that are to be allocated to intermediate or two or more final cost objectives.

(i) The offeror must include a complete copy of its and each proposed major subcontractor's most current Negotiated Indirect Cost Rate Agreement (NICRA) or other documentation from its cognizant Government Audit Agency, if any, stating the most recent 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 any major subcontractor does not have a Negotiated Indirect Cost Rate Agreement with any U.S. Government Federal Agency, the proposal must include the following in support of the proposed indirect cost rates:

(a) Audited balance sheets and profit and loss statements for the last two years, and the current year-to-date statements (or such lesser period of time if the offeror is a newly formed organization), must be included in the proposal. The profit and loss statements will include details 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 offeror'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 years' 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.

(K) Fixed Fee (if any)

FAR 15.404-4 provides for establishing the profit or fee portion of the Government pre-negotiation objective, and provides profit-analysis factors for analyzing profit or fee.

The offeror must propose a reasonable fixed fee. In the determination for a reasonable fee, the following factors may be considered: technical, management, support for Federal socioeconomic programs, and cost control. The offeror must provide rationale supporting profit analysis factors.

The offeror may propose additional deliverables to those listed in F.6 or may propose different percentages for the fixed fee payment for any deliverable.

(viii) The cost proposal must also include the following:

(a) Salary ranges for all professional staff for the Contracting Officer approval.
(b) Pay Scale for short term consultants with the proposed level of expertise required for the position.
(c) A compensation plan for CCN and TCN within the maximum level of the local compensation plan for the Kyrgyz Republic.
(d) Statement that the offeror complete the Online Representations and Certifications Application (ORCA) at http://orca.bpn.gov and that the Central Contractor Registration (CCR) at http://acquisition.gov are current and up to date.

c) Part 3– Representations, Certifications, and Other Statements of Offerors

The offeror and each proposed subcontractor must complete Section K “Representations, Certifications, and Other Statements of Offeror”, and sign and date on the last page in the space provided and submit as an Annex to the cost proposal.

d) Part 4 – Policies and Procedures

The offeror must submit a copy of its policies and procedures. The personnel policies will include salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials

e) Part 5 – Joint Venture Information

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

f) Part 6 – Evidence of Responsibility

The offeror must submit sufficient evidence of responsibility for the Contracting Officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1.
However, in the case of a small business offeror, the Contracting Officer will comply with FAR 19.6. Accordingly, prime offerors must seriously address each element of responsibility. To be determined responsible, a prospective offeror and major subcontractors must:

(i) Have adequate financial resources to perform the contract, or the ability to obtain them (FAR 9.104-3(a));

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

(iii) 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;

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

(v) 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 subcontractors). (See FAR 9.104-3(a));

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

(vii) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g. Equal Opportunity, Clean Air and Water, Small Business Subcontracting, etc.).

g) Part 7 – Letters of Commitment (Subcontractors)

The cost proposal must include a letter, on subcontractor letterhead and signed by an authorized representative of each subcontractor, which specifically indicates the subcontractor’s agreement to be included in the offeror’s proposed teaming arrangement.

h) Part 8 – Information to Support Consent to Major Subcontractors

The offeror must address each of the elements in FAR 44.202-2 in order for proposed subcontractors to be considered by the contracting officer for consent of subcontractor with the initial award.


(i) The offeror and each proposed major subcontractor must indicate the number of hours and days in its normal work-day and its normal work-week, both domestically and overseas, for employees and consultants. In addition, the offeror and each proposed major subcontractor must indicate how paid absences (US holidays, local holidays, vacation and sick leave) must be covered.

(ii) A normal work-year, including paid absences (holidays, vacation and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals’ unburdened daily rates. The offeror and major subcontractors must describe their core work-day and work-week policies.
(iii) The work-day and work-week policies and the method of accounting for paid absences for the offeror and major subcontractors in effect at the time of award will remain enforced throughout the period of the award.

L.9 INSTRUCTIONS FOR THE PREPARATION OF BRANDING AND MARKING PLANS

In accordance with Section D of this solicitation, the offeror, must 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 cost proposal must include all estimated costs associated with the Branding Implementation Plan and the Marking Plan.

Offeror(s) must submit BIP and MP as a separate annex to the Technical Proposal. The BIP and MP will not be evaluated. Offerors will be required to submit formal and detailed Branding Implementation Plan and Marking plans for final review before award if included in the competitive range.

Branding Implementation Plan (BIP):
A Branding Implementation Plan must be developed by the offerors. It must describe how the project will be communicated to the beneficiaries and promoted to host-country citizens. It must outline the events and materials the offeror will use to deliver the message that the assistance is from the American people.

More specifically, Branding Implementation Plan must address the following:

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

2. How to publicize the program, project, or activity 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, 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.

3. The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people, or an explanation if this is not appropriate or possible. Such milestones may be linked to specific points in time, such as the beginning or end of a project, or to an opportunity to showcase publications or other materials, research findings, or project success. These include, but are not limited to, the following: launching the project, 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 project impact/overall results.

Marking Plan (MP):
The offeror must develop a marking plan to enumerate the public communications, commodities, and project 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 offerors 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 offerors’ offices, vehicles, and other non-deliverable items.

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

M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

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<th>NUMBER</th>
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<tbody>
<tr>
<td>52.217-5</td>
<td>EVALUATION OF OPTIONS</td>
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M.2 GENERAL AND SOURCE SELECTION INFORMATION

A. The Government may award a contract without discussions with offerors in accordance with FAR 52.215-1. Offerors are advised to submit their best technical and cost proposals in the initial offer.

B. The Government intends to evaluate proposals in accordance with Section M of this RFP and award to the responsible offeror(s) whose proposal(s) represents the best value to the U.S. Government.

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

D. Failure to follow submission instructions in Section L can result in an offer rejected as unresponsive to the requirements of the RFP.

E. In accordance with FAR 15.304(e)(1), all evaluation factors other than cost and price when combined are considered significantly more important than cost/price factors.

M.3 EVALUATION CRITERIA

After the final evaluation of the proposals, the Contracting Officer will make the award to the offeror whose proposal offers the best value to the Government, considering both technical and cost factors. Technical, cost and other factors will be evaluated relative to each other, as described herein.

A. The technical proposal will be scored by a technical evaluation panel using the criteria shown in this Section M.

B. The cost proposal will not be scored; however it will be evaluated by the method described in this Section M. Failure to meet the submission requirements in Section L can result in the cost proposal being deemed unresponsive.

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

D. Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.
E. For overall evaluation purposes, technical factors when combined are considered significantly more important than cost/price factors.

Technical proposals will be evaluated according to the following criteria.

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<thead>
<tr>
<th>Technical Evaluation Criteria</th>
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<td>1. Performance Work Statement</td>
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<td>2. Key Personnel</td>
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<tr>
<td>3. Management Plan</td>
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<td>4. Contractor Past Performance Information</td>
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1. **Performance Work Statement**

The Performance Work Statement will be evaluated, in descending order of importance, based on the extent to which the offeror:

- Proposes approaches to meet the performance objectives that are technically sound, feasible, incorporate USAID Cross-Cutting Best Practices, and demonstrate an understanding of the political, economic, and national and local governance environment in the Kyrgyz Republic.
- Proposes a LSG Performance Assessment Tool that is appropriate, sound, feasible, and ambitious in capturing baseline data, identifying legitimacy-effectiveness gaps, informing LSG site selection, assessing the effect of interventions.
- Proposes a LSG Site and Service Selection Strategy that prioritizes a representative sample of LSGs with the most significant legitimacy-effectiveness gaps, according to the LSG Performance Assessment Tool, and within those communities identifies the devolved function services for which LSG performance can be most effectively improved.

2. **Key Personnel**

The contractor’s Key Personnel will be evaluated equally based on the degree to which they meet or exceed the requirements listed in F.7

3. **Management Plan**

The offeror’s management plan will be evaluated, in equal order of importance, by the extent to which the proposal demonstrates:

- A clear, feasible, detailed Year One Work Plan and AMEP.
- A mobilization plan that employs the LSG Performance Assessment Tool and Site and Service Selection Strategy in rapidly constructing a representative sample of target LSGs, based on key variables that are likely to account for LSG performance variation, for which performance improvement services will be rolled out within the first 90 days of award.
- A realistic organizational structure that emphasizes Kyrgyzstani staff to manage the contract and achieve the performance objectives.
4. Contractor Past Performance Information [See Section L.7(c)]

(a) Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided in Section L.7 of this RFP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror’s performance.

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

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

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

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

   (2) Cost control, including forecasting costs as well as accuracy in financial reporting (Note to COs: this element is not required for Firm-Fixed Price or Firm-Fixed Price with Economic Price Adjustment contracts).

   (3) Schedule, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance).

   (4) Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the contractor’s history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative 04/10/2013 Partial Revision Date attitude inremedying problems, and timely completion of all administrative requirements.

   (5) Management of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients where identified.

   (6) For prime offerors who are not small business concerns, their utilization of Small Business concerns as subcontractors, including efforts in achieving small business participation goals.

(c) An offeror’s performance will not be evaluated favorably or unfavorably when:

   (1) The offeror lacks relevant performance history,

   (2) Information on performance is not available, or

   (3) The offeror is a member of a class of offerors where there is provision not to rate the class against a sub factor.

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

An exception to this “neutral” rating provision is when a non-small businesses prime has no history of subcontracting with small business concerns.

Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an offeror's performance.

M.4 COST PROPOSAL EVALUATION

Cost proposals will be evaluated, but will not be assigned a numerical weight. The evaluation of the offeror’s cost proposal will deal with cost analysis and cost realism analysis. This analysis will consist of a review of the cost portion of the offeror’s proposal to determine if the overall costs proposed are: 1) realistic for the work to be performed; 2) reflect the offeror understands of the requirements; and 3) are consistent with the technical proposal. Evaluation of cost proposals will consider, but not be limited to the following:

1. Cost realism and completeness of cost proposal and supporting documentation.

2. Overall cost control evidenced by the proposal (such as avoidance of excessive salaries, excessive home office staff visits, and other costs in excess of reasonable requirements).

Offerors are reminded that the U.S. Government is not obligated to award a negotiated contract on the basis of the lowest proposed cost (see FAR 15.101-1) or to the offeror with the highest technical evaluation score. After the final evaluation of the proposals, the Contracting Officer will make the award to the offeror whose proposal offers the best value to the Government, considering both technical and cost factors. When competing technical proposals are considered essentially equal, cost will become the determining factor.

M.5 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

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

B. Award: In accordance with FAR 52.215-1(f), the Government intends to award a contract resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and subfactors as set forth in this solicitation.
M.6 SOURCE SELECTION

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

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

[END OF SECTION M]