



ISSUANCE DATE: March 03, 2003
CLOSING DATE: March 17, 2003
CLOSING TIME: 10:00 AM (US Eastern Time)

Subject: Request for Proposal (RFP) Number M/OP-03-LGA1 - IRAQ Sub-National Governance and Civic Institution Support Program

The United States Government, represented by the U.S. Agency for International Development (USAID), is seeking proposals from organizations interested in providing the services described in the attached solicitation. If you decide to submit a proposal, it must be submitted in accordance with the attached solicitation and received at the USAID office in Washington no later than the date and time indicated above.

Offeror must have a facilities clearance at the secret level as of the above closing date of this Request for Proposal in order to be considered for this award.

Please see Section L for proposal preparation instructions. Proposals will be evaluated in accordance with factors included in Section M of the solicitation. Sections B through J of the solicitation will become the contract, with blanks completed by the Contracting Officer based on the successful proposal.

The procedures set forth in FAR Part 15 shall apply.

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

It is anticipated that the Government will award one contract under this solicitation.

A pre-bid meeting has been scheduled for Thursday, March 06, 2003 at 11:00 a.m. at the Ronald Reagan Building, AA/ANE Conference Room No. 4.9.32, 1300 Pennsylvania Avenue, Washington, D.C. 20523. Potential offerors should be prepared to submit a written set of questions, if applicable, that will be discussed at the meeting.

Firms who plan to participate in the pre-bid conference on Thursday, March 6 at 11:00 a.m. should provide names of attendees by mid-afternoon on Wednesday, March 5 to at: @usaid.gov <<mailto:@usaid.gov>>. Individuals should plan to arrive at the Ronald Reagan Building by 10:45 a.m. for pre-clearance. Questions related to attendance at the pre-bid can be directed to at (202) 712-.

The questions should be addressed to, Contracting Officer, USAID/Office of Procurement, M/OP/EER/DGLA. can be reached via e-mail at [@usaid.gov _____](mailto:_____@usaid.gov) or via facsimile at (202) 216-. Offerors should retain for their records copies of any and all enclosures which accompany their proposals.

Sincerely,

Contracting Officer
Office of Procurement, M/OP/EER/DGLA

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGE(S)
2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED MAR 03, 2003	6. REQUISITION/PURCHASE NO.
7. ISSUED BY U.S. Agency for International Development Office of Procurement, M/OP/EER/DGLA, Rm. 7.09-071 1300 Pennsylvania Avenue, RRB Washington, D.C. 20523-7803		CODE	8. ADDRESS OFFER TO (If other than Item 7) USAID, Office of Procurement, M/OP/EER/DGLA, Rm. 7.09-071 1300 Pennsylvania Avenue, RRB Washington, D.C. 20523-7803		

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

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 8. until 10:00 AM local time March 17, 2003. CAUTION LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		Intl CODE 202	NUMBER 712-	EXT.	@usaid.gov

11. TABLE OF CONTENTS

(x)	SEC.	DESCRIPTION	PAGE(S)	(x)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	I-1
	B	SUPPLIES OR SERVICES AND PRICE/COST	B-1	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT	C-1		J	LIST OF ATTACHMENTS	J-1
	D	PACKAGING AND MARKING	D-1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE	E-1		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	K-1
	F	DELIVERIES OR PERFORMANCE	F-1		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	L-1
	G	CONTRACT ADMINISTRATION DATA	G-1		M	EVALUATION FACTORS FOR AWARD	M-1
	H	SPECIAL CONTRACT REQUIREMENTS	H-1				

OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
		%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.			

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: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()			23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7) CODE			25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF Contracting Officer (Type or print)			27. UNITED STATES OF AMERICA		28. AWARD DATE
			(Signature of Contracting Officer)		

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

Table of Contents

Page

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS	B-1
B.1 PURPOSE.....	B-1
B.2 CONTRACT TYPE.....	B-1
B.3 SUPPLIES AND SERVICES	B-1
B.4 ESTIMATED COST, FIXED FEE AND OBLIGATED AMOUNT... ..	B-1
B.5 BUDGET.....	B-2
B.6 INDIRECT COSTS (DEC 1997).....	B-4
B.7 ADVANCE UNDERSTANDING ON CEILING INDIRECT COST RATES.....	B-4
B.8 COST REIMBURSABLE.....	B-5
B.9 PAYMENT.....	B-5
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK	C-1
SECTION D - PACKAGING AND MARKING	D-1
D.1 AIDAR 752.7009 MARKING (JAN 1993).....	D-1
SECTION E - INSPECTION AND ACCEPTANCE	E-1
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	E-1
E.2 INSPECTION AND ACCEPTANCE.....	E-1
SECTION F - DELIVERIES OR PERFORMANCE	F-1
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	F-1
F.2 PERIOD OF PERFORMANCE.....	F-1
F.3 PERFORMANCE STANDARDS	F-1
F.4 REPORTS AND DELIVERABLES OR OUTPUTS.....	F-1
F.5 PROGRESS REPORTING REQUIREMENTS.....	F-1
F.6 KEY PERSONNEL.....	F-2
F.7 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI... ..	F-2
SECTION G - CONTRACT ADMINISTRATION DATA	G-1
G.1 ADMINISTRATIVE CONTRACTING OFFICE.....	G-1
G.2 COGNIZANT TECHNICAL OFFICER (CTO)	G-1
G.3 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID.....	G-1
G.4 PAYING OFFICE	G-2
G.5 ACCOUNTING AND APPROPRIATION DATA.....	G-2
G.6 CONTRACTOR'S PAYMENT ADDRESS.....	G-2
SECTION H - SPECIAL CONTRACT REQUIREMENTS	H-1
H.1 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS AND AIDAR 752.7027 PERSONNEL	H-1
H.2 INSURANCE AND SERVICES.....	H-1
H.3 AUTHORIZED GEOGRAPHIC CODE.....	H-1
H.4 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES	H-2
H.5 LOGISTIC SUPPORT.....	H-2
H.6 PERSONNEL COMPENSATION.....	H-2
H.7 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT	H-3
H.8 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION.....	H-4
H.9 SECURITY REQUIREMENTS.....	H-4
PART II - CONTRACT CLAUSES	I-1

SECTION I - CONTRACT CLAUSES	I-1
I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	I-1
I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)	I-3
I.3 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAR 2001).....	I-3
I.4 RESERVED	
I.5 52.232-25 PROMPT PAYMENT (FEB 2002)	I-5
I.6 52.246-24 LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (FEB 1997) ALTERNATE I (APR 1984).....	I-9
I.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	I-10
I.8 AIDAR 752.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS.....	I-10
I.9 USAIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)	I-12
I.10 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984).....	I-12
I.11 COMMUNICATIONS PRODUCTS (OCT 1994)	I-12
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	J-1
SECTION J - LIST OF ATTACHMENTS	J-1
PART IV - REPRESENTATIONS AND INSTRUCTIONS	K-1
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	K-1
K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	K-1
K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)	K-1
K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)	K-2
K.4 52.215-6 PLACE OF PERFORMANCE (OCT 1997)	K-3
K.5 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999).....	K-4
K.6 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001).....	K-5
K.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999).....	K-6
K.8 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984).....	K-6
K.9 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000) ...	K-6
K.10 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAR 2001).....	K-7
K.11 52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999).....	K-7
K.12 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000) K-8	
K.13 INSURANCE - IMMUNITY FROM TORT LIABILITY	K-10
K.14 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS	K-11
K.15 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS	K-11
K.16 SIGNATURE.....	K-11
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	L-11
L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	L-11
L.2 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)	L-12
L.3 52.216-1 TYPE OF CONTRACT (APR 1984)	L-13

L.4 52.233-2 SERVICE OF PROTEST (AUG 1996).....L-13
L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)..L-14
L.6 52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (MAY 2001).....L-3
L.7 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION
WITH OFFER (MAY 1999)..... ..L-6
L.8 PROPOSAL DELIVERY INSTRUCTIONS.....L-7
L.9 GENERAL INSTRUCTIONS TO OFFERORS.....L-19
L.10 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSALL-19
L.11 INSTRUCTIONS REGARDING KEY PERSONNEL L-20
L.12 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL..... L-20
L.13 SMALL BUSINESS PARTICIPATION.....L-9

L.14 FREIGHT DELIVERY REQUEST FORM..... .L-12

SECTION M - EVALUATION FACTORS FOR AWARD..... M-1

M.1 EVALUATION CRITERIAM-1
M.2 TECHNICAL EVALUATION CRITERIA.....M-1
M.3 COST EVALUATION CRITERIA.....M-3
M.4 ADJECTIVAL RANKING..... .. M-3
M.5 CONTRACTING WITH SMALL BUSINESS CONCERNS AND
DISADVANTAGED ENTERPRISESM-4
M.6 CONTRACT AWARD.....M-5

- ATTACHMENT 1. - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS
ATTACHMENT 2. - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET
ATTACHMENT 3. - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES
ATTACHMENT 4. - CERTIFICATE OF CURRENT COST AND PRICING DATA
ATTACHMENT 5. - MODEL SMALL BUSINESS/SMALL DISADVANTAGED SUBCONTRACTING
PLAN
ATTACHMENT 6. - SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS
ATTACHMENT 7. - AID 1420 - 65 AID CONTRACTOR EMPLOYEE PHYSICAL EXAMINATION
FORM
ATTACHMENT 8 – DD FORM 254 - DEPARTMENT OF DEFENSE CONTRACT SECURITY
CLASSIFICATION SPECIFICATION

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to procure and provide technical and other assistance to strengthen local administrations, civic institutions and processes in Iraq, as determined by a rapid, initial needs and status assessment. Activities will respond to a broad range of challenges in sub-national administration, democratic institutions and processes, civil society development, and citizen participation in local governance and access to services.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) Level of Effort term contract. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section C.

B.3 SUPPLIES AND SERVICES

For the consideration set forth below, the Contractor shall, during the period specified in Section F. of this contract, provide the following services and deliver the following reports and other deliverables:

(a) Services

The contractor shall provide the total workdays of direct employee, consultant and/or subcontract labor as set forth in Schedule B, to perform the Statement of Work as further described in Section C. of this contract.

(b) Reports and Other Deliverables

The Contractor shall deliver the quantities or reports and other deliverables as specified in Section C. and F. of this contract.

B.4 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

(a) The total estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is [TO BE DETERMINED]. The fixed fee, if any, is [TO BE DETERMINED]. The total estimated cost plus fixed fee, if any, is [TO BE DETERMINED].

(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 \$.00. The Contractor shall not exceed the aforesaid obligated amount.

(c) The funds currently available and obligated under this contract are _____ and are anticipated to be sufficient for six months. The Contractor shall not exceed this amount unless approved in writing by the Contracting Officer as provided in the clause of this contract entitled "Limitation of Cost."

B.5 BUDGET

B. 5. (a) The following itemized budget sets forth the estimates for reimbursement of dollar costs for individual line items of cost, and the fixed fee, if any, for providing the services and other deliverables specified in this contract. Without the prior written approval of the Contracting Officer, the Contractor may not exceed the total estimated cost set forth in Section B.3.(a) above, or the obligated amount set forth in Section B.3.(b) above, whichever is less.

B. 5. (b) ITEMIZED BUDGET Base Period OPTION YR 1 OPTION YR 2

CLIN 0001 – SALARIES/WAGES – Workdays Ordered for Option YR 1 and Option YR 2 are same as Base Period for Senior Level and Mid Level

Functional Labor Category and Specialist	Workdays-Base Period Ordered (12 mths)	Workdays Ordered Option YR 1	Workdays Ordered Option YR 2
Local Governance/Decentralization Specialist	Senior Level \$ _____ 5,629 Mid Level \$ _____ 624	\$ _____	\$ _____
Public Administration/Public Management/Relief Services Specialist	Senior \$ _____ 4,877 Mid \$ _____ 540	\$ _____	\$ _____
Program Development/Implementation/Monitoring/Reporting Specialist	Senior \$ _____ 32,173 Mid \$ _____ 3,576	\$ _____	\$ _____
Attorney/Rule of Law/Legislative Specialist	Senior \$ _____ 1,212 Mid \$ _____ 160	\$ _____	\$ _____
Training/Civic Education Specialist	Senior \$ _____ 3,076 Mid \$ _____ 344	\$ _____	\$ _____
Elections/Political Processes/Media/Communications/Civil Society Specialist	Senior \$ _____ 7,560 Mid \$ _____ 840	\$ _____	\$ _____
Public Finance Economist/Public Financial Management Specialist	Senior \$ _____ 4,153 Mid \$ _____ 464	\$ _____	\$ _____
Administrative Support / Grant Administration (to include procurement/logistics)	3,852 \$ _____	\$ _____	\$ _____
CLIN 0001 – <u>SALARY/WAGES</u> TOTAL ESTIMATED COST CLIN 0001	BASE PERIOD \$ _____	OPTION YR 1 \$ _____	OPTION YR 2 \$ _____

CLIN 0002 – <u>FRINGE BENEFITS</u>	BASE PERIOD	OPTION YR 1	OPTION YR 2
TOTAL ESTIMATED COST CLIN 0002	\$ _____	\$ _____	\$ _____
CLIN 0003 – <u>OTHER DIRECT COSTS</u> (Includes Vehicle Purchase, travel, communications and other ODC's)	BASE PERIOD	OPTION YR 1	OPTION YR 2
TOTAL ESTIMATED COST CLIN 0003	<u>\$00,000,000.</u>	<u>\$00,000,000.</u>	<u>\$00,000,000.</u>
CLIN 0004 – <u>SUB-GRANTS TO NGO'S</u>	BASE PERIOD	OPTION YR 1	OPTION YR 2
TOTAL ESTIMATED COST CLIN 0004	<u>\$00,000,000.</u>	<u>\$00,000,000.</u>	<u>\$00,000,000.</u>
CLIN 0005 – <u>CCN/TCN LABOR COSTS</u>	BASE PERIOD	OPTION YR 1	OPTION YR 2
TOTAL ESTIMATED COST CLIN 0005	<u>\$00,000,000.</u>	<u>\$00,000,000.</u>	<u>\$00,000,000.</u>
CLIN 0006 – <u>OVERHEAD</u>	BASE PERIOD	OPTION YR 1	OPTION YR 2
TOTAL ESTIMATED COST CLIN 0006	\$ _____	\$ _____	\$ _____
CLIN 0007 – <u>G&A</u>	BASE PERIOD	OPTION YR 1	OPTION YR 2
TOTAL ESTIMATED COST CLIN 0007	\$ _____	\$ _____	\$ _____
<u>TOTAL ESTIMATED COST</u> (CLIN 0001-0007)	BASE PERIOD	OPTION YR 1	OPTION YR 2
	\$ _____	\$ _____	\$ _____
CLIN 0008 – <u>FIXED FEE</u>	BASE PERIOD	OPTION YR 1	OPTION YR 2
TOTAL ESTIMATED COST CLIN 0008	\$ _____	\$ _____	\$ _____
<u>TOTAL ESTIMATED COST PLUS FIXED FEE</u> (CLIN 0001-0008)	BASE PERIOD	OPTION YR 1	OPTION YR 2
	\$ _____	\$ _____	\$ _____

B. 5. (c) The Contractor also agrees to furnish data which the Contracting Officer may request on costs expended or accrued under this contract in support of the budget information provided herein.

B.6 INDIRECT COSTS (DEC 1997)

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

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

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

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

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

B.7 ADVANCE UNDERSTANDING ON CEILING INDIRECT COST RATES AND Final Reimbursement for Indirect Costs

(a) For each of the contractor's accounting periods during the term of this contract, the parties agree as follows:

1. (a) The distribution base for establishment of final overhead rates is ----- (b) The distribution base for establishment of final G&A rates is -----.

2. The contractor will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the contracting officer.

3. Reimbursement for indirect costs shall be at final negotiated rates, but not in excess of the following ceiling rates:

For Accounting Period Ending	G&A Rate	Overhead Rate	
		Home Office	Field Office
xx-xx-xx	xx%	xx%	xx%
xx-xx-xx	xx%	xx%	xx%
xx-xx-xx	xx%	xx%	xx%

4. The government shall not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established in the contract. This advance understanding shall not change any monetary ceiling, cost limitation, or obligation established in the contract.

B.8 COST REIMBURSABLE

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

B.9 PAYMENT

Payment shall be made in accordance with the clauses of this contract entitled “Allowable Cost and Payment” (FAR 52.216-07), “Prompt Payment” (FAR 52.232-25), “Electronic Funds Transfer” (FAR 52.232-28), “Documentation for Payment” (AIDAR 752.7003), and, if applicable, “Fixed Fee” (FAR 52.216-08) and “Letter of Credit Advance Payments” (AIRDAR 752.232-70).

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**Iraq Local Institutions Support and Development Program****SCOPE of WORK¹****1. PURPOSE**

The purpose of this scope of work is to procure and provide technical and other assistance to strengthen local administrations, civic institutions and processes in Iraq. Activities will respond to specific challenges in sub-national administration, democratic institutions and processes, civil society development, and citizen participation in local governance and access to services. The goals of the program include:

1. In collaboration with other US Government and, where appropriate and possible, international agencies, develop a body of knowledge that is essential to effective program implementation. This would include but not be limited to important local histories, ethnic, racial or religious patterns of migration, potential ‘fault lines’ for violence and/or conflict, appropriate and legitimate leadership, and status of local governance (number of employees, salaries, capacities, deliverables, accountability, transparency, etc).
2. Setting the stage for successful local governance by working with the appropriate international and domestic authorities to collectively identify the most appropriate “legitimate” leaders with whom to liaise in development efforts.
3. Ongoing assessment and prioritization of the needs of sub-national governments, institutions, and civil society organizations across the geographical area of responsibility, even as execution of the higher priority needs are addressed via direct engagement, use of community-based implementation councils (CICs), quick impact programs, or other appropriate mechanisms.
4. Reinforcing stability by strengthening local administrations’ ability to effectively and efficiently deliver essential daily services and manage resources, services, and staff, while simultaneously increasing citizen participation in local governance processes.
5. Strengthening the abilities of individuals and civil society organizations to participate in local processes, with emphasis on enhancing the roles of women, youth, and previously excluded groups.

The activity supports USAID Mission programs.

2. BACKGROUND

Iraq’s highly centralized administration has resulted in a disempowered citizenry and limited to nonexistent opportunities for local initiatives. In many areas of Iraq access to essential public services, such as clean water, sanitation, basic health services, and basic education is minimal. The level and quality of sub-national public services are considerably less than are suggested by gross indicators of Iraqi economic development.

¹ *Due to the sensitive nature of the programming and the need to receive classified information in order to meet program objectives, the Contractor must hold a facilities clearance at a Secret level or above. Additional sensitive information will be provided, to qualified prospective bidders during pre-award bidding.*

There is much recent analysis suggesting that the lack of good governance, rather than the lack of resources, is the deepest root cause of the failure of governments to deliver basic services and of the failure to deliver development more broadly. Service delivery as well as broader economic growth programs will have limited success if governance issues are not addressed. According to the United Nations Development Program's Human Development Report for 2002: "Governance for human development is partly about having efficient institutions and rules that promote development by making markets work and ensuring that public services live up to their name. It is also about protecting human rights, promoting wider participation in the institutions and rules that affect people's lives and achieving more equitable economic and social outcomes."

3. STATEMENT OF WORK

Work will be undertaken in a highly fluid environment. Activities will follow closely on military action, implementing in areas as they become permissive. The contractor will need to work closely with civilian administrators, local leaders, representatives of the international military force(s) and others in facilitating the delivery of essential services to the populace. The Contractor shall maintain co-operative relationships and appropriate coordination with other USAID contractors working concurrently on activities in a broad range of activities, as well as with other US government agencies and a number of NGOs and IOs providing relief and reconstruction assistance. Through these relationships and coordination activities, the contractor will ensure that significant sub-national governments are fully informed of proposed and ongoing relief and reconstruction efforts supported by USAID and others. The contractor will facilitate the participation of sub-national administrations in project decision-making. The contractor will collaborate closely with USAID/OTI, including on the development, distribution, and analyses of relevant polling mechanisms and data, as they support the program's goals vis-à-vis local governance and civic institutions.

In all program interventions, the Contractor shall target under represented or at risk groups, including promoting women's rights, addressing the needs of internally displaced persons, and facilitating the participation of youth and minority groups in political processes. Likewise, in all program interventions, the Contractor will cooperate with other agencies and security personnel as appropriate, to identify, report and intervene in situations that exacerbate the risk to individuals or populations.

Deployment into Iraq will not occur until a permissive environment is available, however the contractor will be expected to be prepared to pre-deploy to a site in the region within two weeks of contract award. The Contractor will be responsible for providing communications equipment compatible with USG frequencies, vehicles for staff equipped with GPS transmitters, and full support for in-country staff. The Contractor shall calculate estimated monthly fuel requirements for program implementation for up to one year and submit with the first quarterly work-plan.

This statement of work calls for teams comprised of both indigenous and international staff to work in and with local governments and citizens in each of the 18 governorates to achieve the stated goals and functional tasks. These teams shall be individuals with the requisite knowledge, skills, and abilities to assist local governments and citizens as they work to build local capacities. The precise number of individuals on each team, as well as the skill sets of each team, will be determined as a result of the assessments done as a part of this scope of work, and will reflect the particular needs of individual communities.

It is assumed that, in order to achieve many of the objectives required in this scope, the Contractor will work closely with persons that may represent ministries or agencies of the former regime. The contractor shall work closely with another USG Contractor in charge of providing direct compensation to former public servants to identify an appropriate payroll, including individuals and salary level, for such professionals at the local level.

The Contractor shall provide services in the following functional areas:

1. Activity Research, Analysis, Design, Monitoring and Evaluation

2. Building the Capacities of Sub-national Administrations
3. Building the Capacities of Civic Institutions to Participate in Political Processes; including being prepared, if directed, to provide Support for Sub-national Elections
4. Provision/Administration of Rapid Response Grants and Technical Assistance

These functional areas are described more fully below. The Contractor will be required to demonstrate experience and personnel capabilities in these functional areas.

4.1 Functional Area 1: Activity Research, Analysis, Design, Monitoring and Evaluation

Under this functional area, the Contractor shall conduct rapid research and needs assessments, provide analysis of the data collected, and design projects that reflect this preparatory work in targeted areas, particularly at the municipal/town level, as they become permissive. It is noted that this work may occur simultaneously with execution of other work and should be completed in any event, as soon as is possible. The Contractor shall:

- Research and assess the history and current structure of Iraqi governments; including but not limited to gender-based, ethnic, racial, or religious patterns of control; potential fault lines for violence and conflict in local areas; current local leaders and governance structures; and local government financing.
- Collaborate with appropriate agencies who will identify individuals or groups who represent the most appropriate, “legitimate” local leadership with which to liaise.
- Prepare strategies for promoting democratic administrations and processes in that particular area, including identifying programs that will provide protection, equity, and demonstrate cultural sensitivity for at-risk populations, particularly women.
- Help to determine appropriate payroll lists and salary levels of local administrative bodies.
- Recommend options for the devolution of authority to the local level, including appropriate legal, fiscal, and regulatory frameworks.
- Undertake rapid and on-going appraisals for the purpose of program monitoring, evaluation and adjustment.
- Identify, prepare, and disseminate best practices in local governance.

It is anticipated that such assessments and assistance to local administrations will be phased, as areas become permissive. Such rapid research and assessments should be provided to USAID within three weeks of entering a permissive environment. The Contractor shall complete a workplan, detailing priority program interventions from the functional areas below for the first three months of programming and submit to USAID within three weeks of entering a permissive area. USAID will respond to the workplan within five working days. It is assumed that the workplan will propose programming in a particular and permissive geographical area of responsibility, noting priority towns and municipalities for program interventions.

4.2 Functional Area 2: Building the Capacities of Local Administrations

Under this functional area, assistance shall strengthen the capacities of local administrations to meet their core functions of service delivery, budgeting, planning, administration, and citizen outreach across the range of sub-national government functions. Particular attention shall be given to the capacities for providing services to women and at-risk populations. The Contractor shall:

- Deploy teams of international and indigenous personnel in an appropriate manner and at the earliest opportunity to the local community, in order to build rapport with appropriate coalition authorities and to begin the tasks associated with building capacities within the local administration.
- Work with local administrators and community members to identify and prioritize

reconstruction projects and to build local administrators' capacities to manage relief and reconstruction assistance and specific services, such as potable water, education, health, public sanitation, and sub-national economic development.

- Provide equipment and materials to support improved sub-national administrative capacities.
- Build sub-national administrative capacities to conduct participatory development planning; develop performance-oriented, transparent and accountable budgets; and undertake local economic development.
- Build sub-national administrative capacity to effectively interact with other levels of government and strengthen local authorities' capacity to engage in discussions on appropriate devolution of responsibility to local levels of government.
- If instructed, design, establish and support interim representative bodies that are culturally acceptable, transparent and accountable.

4.3 Functional Area 3: Building the Capacities of Civic Institutions to Participate in Political Processes

Under this functional area, assistance shall strengthen the capacities of a range of civil society institutions, as requested. Activities shall be closely coordinated with other USG agencies and/or international bodies, facilitated by USAID. The Contractor shall:

- Deploy teams of international and indigenous personnel in an appropriate manner and at the earliest opportunity to the local community, in order to build rapport and begin the tasks associated with building capacities within the local community or communities.
- Develop mechanisms within representative bodies that mitigate conflict and facilitate peaceful dispute resolution.
- Train traditional authorities and civil society leaders concerning fundamental processes of transparent and accountable democratic governance.
- Strengthen the capacities of civil society organizations to facilitate citizens' participation in political processes, to advocate on behalf of preferred local policies and to partner with sub-national administrations in delivering services.
- Support public information initiatives if and as directed on a case-by-case basis.

The Contractor shall be prepared to provide the assistance below but will only do so after a specific request by USAID:

- Increase the legitimacy of government bodies through improved sub-national electoral systems.
- Provide assistance with respect to the development of a census, subsequent voters' registers (both provisional and final) and other vital statistics.
- Assist electoral agencies in developing legal frameworks for elections, with emphasis on consultative processes that encourage broad input into frameworks.
- Assist electoral authorities in developing the administrative and security capacity to implement sub-national elections in a free, fair, and transparent manner, including provision of equipment and supplies.
- Seek to ensure that all potential election contestants understand and accept the electoral process.
- Train and provide technical assistance and equipment and materials to improve voter education.
- Train and provide technical assistance and equipment and materials to improve election administration.
- Support domestic election monitoring mechanisms.
- Assist in developing and implementing mechanisms for resolution of electoral disputes.

4.4 Functional Area 4: Provision/Administration of Rapid Response Grants

To respond to unforeseen emergency circumstances and ensure that priorities related to local development are being adequately addressed, the Contractor may need to make rapid response grants in-country. Grants to U.S. NGOs are limited to \$100,000 each while grants to non-U.S. NGOs may be up to \$250,000 per grant. Priorities may include improving municipal infrastructure, assisting local non-governmental organizations (and in rare, specific circumstances – as directed – local governmental bodies) with capacity building,

training in policy analysis, democratic advocacy, communication and leadership skills, strategic planning, management, conflict resolution, and upgrading financial systems and internal governance structures. The Contractor will be responsible for negotiating, awarding, and monitoring the grants. In accordance with USAID ADS 302.5.6, the USAID mission shall be involved in establishing selection criteria for the grants and approving the actual grant recipients.

USAID prefers to the extent practicable that the Simplified Grant and Fixed Obligation Grant Formats described in ADS 303.5.15. The Simplified Grant and Fixed Obligation Grant Formats may be used for U.S. recipients for grants not in excess of \$25,000 and for non-U.S. recipients for grants not in excess of \$250,000. The threshold for U.S. recipients is limited by the requirement to obtain OMB's approval of a class deviation applicable to grants in excess of this amount. A one-time deviation may be requested for grants in excess of these amounts following the procedures in ADS 303.5.2.

4. LOGISTICS

The Contractor may be required to provide significant levels of communications assistance, including translation and interpretation and printing and dissemination of publications. The Contractor may be required to provide significant levels of support to plan, organize, and manage conferences and workshops; to develop and disseminate materials for conferences and/or training (in a variety of languages), and to manage all logistics and contracting related to such conferences, training, and workshops. The Contractor will also be required to provide logistic support for field visits, including travel arrangements, interpretation, local transport, and similar logistics that support work to conduct regional or local assessments and analyses.

5. DELIVERABLES

The Contractor shall be responsible for the following deliverables in addressing the functional areas above:

- The Contractor shall be prepared to immediately deploy teams to the region, as instructed by USAID, and to further deploy into Iraq as directed and when a permissive environment has been established.
- Upon arrival to the field, the Contractor shall establish coordination with appropriate military commands and other agencies to move forward relief and reconstruction assistance where security considerations permit.
- As soon as is possible, but not later than three weeks after field arrival, the Contractor shall have prepared a report documenting their assessment of local governance and civil society issues in those geographical areas where security concerns have or will soon allow for engagement. This document will be continually updated as collaboration and field-work commence and the geographical scope of this document will presage the geographical engagement of the Contractor in the field.
- The assessment shall inform a quarterly workplan, which will be provided within three weeks after entering a permissive area. USAID shall respond to the submitted workplan within five days.
- Within a month of in-country arrival, the Contractor shall identify appropriate, "legitimate" Iraqi leadership with which to partner on relief and reconstruction programs in permissive areas.
- Within a month of in-country arrival, the Contractor shall coordinate with local authorities for the delivery of a range of education, health, power, small infrastructure, food distribution, and other reconstruction assistance and coordinate such assistance in permissive areas. General details of this coordination will be included in reports to USAID, as agreed between the contractor and the CTO.
- Within one year, the Contractor's report shall present a framework, based on collaborative development, for decentralization of authority to local governance structures.

6. PERSONNEL

It is anticipated that to carry out the activities described herein, the Contractor will engage and retain appropriate technical and support personnel. It is also anticipated that significant amounts of international travel and in-country presence will be required. The contractor shall designate a Home Office Senior Project Manager. The contractor shall also designate a Chief of Party to provide overall technical, administrative and logistical management in-country or on-site. These management responsibilities will include, as appropriate, close coordination on technical, administrative, and logistical issues with USAID staff, USAID-supported programs and partners, and other U.S. Government military and civilian officials.

The contractor shall also designate technical and administrative support staff. Technical staff positions will be based upon the functional labor categories described below. The administrative staff will assist and support the daily operations of the program.

7.1 KEY PERSONNEL

Chief of Party
 3 Senior Advisors for Decentralization & Capacity Development
 Home Office Senior Project Manager

The Chief of Party is expected to oversee all program implementation under the contract. The COP will serve as the primary liaison with USAID, other USG agencies and representatives, and other donors. The COP must have at least 10 years experience in the Middle East and 10 years experience in local governance and development assistance. English fluency and Arabic proficiency are required.

7.2 Functional Labor Categories

- Local Governance/Decentralization Specialist
- Public Administration/Public Management/Relief Services Specialist
- Program Development/Implementation/Monitoring/Reporting Specialist
- Attorney/Rule of Law/Legislative Specialist
- Training/Civic Education Specialist
- Elections/Political Processes/Communications/Civil Society Specialist
- Public Finance Economist/Public Finance Management Specialist
- Administrative Support/Grant Administration

7.3 Minimum Qualifications for Functional Labor Categories

Degrees and experience proposed must be relevant to the functional labor category for which they are proposed and to the Statement of Work. The following are the minimum qualifications for Senior and Mid-Level functional labor specialists:

- | | |
|------------------|--|
| (1) Senior Level | -Ph.D, J.D. or equivalent plus 3 year experience, or
-Masters plus 7 years experience, or
-Bachelors plus 9 years experience, or
-11 years experience |
| (2) Mid-Level | -Ph.D, J.D. or equivalent plus 1 year experience, or
-Masters plus 5 years experience, or
-Bachelors plus 7 years experience, or
-9 years experience |

7.4 Illustrative Subject Areas within Functional Labor Categories

Illustrative subject areas for which expertise may be required within the functional labor categories include, but are not limited to, the following:

Decentralization and Sub-national Government Development, Public Administration and Management, Municipal/City Councils, Constitutional and Legal Government Structures and Law, Municipal/All Sub-national Government, Public Finance Economics, Public Financial Management and Accounting, Government Administration/Comparative Administration, Public Service Personnel Management, Deliberative Bodies, Media, Communications, Political Science, Political Economy, Institutional Economics, Institutional Analysis and Design, Decentralization, Administrative/ Political Transparency and Accountability, Regulatory Proceedings, Government Public Affairs, Public Policy Mediation/Negotiation, Participatory Process, Training, Training Needs Diagnosis, Training Program Design, Training of Trainers, Management of Non-Governmental Organizations, NGO Policy Advocacy, Establishment/Strengthening of Public Sector Professional Associations, Application of Information and Communication Technologies in the Public Sector and Media-Based Enhancements of Transparency.

8. GRANTS ADMINISTRATION/MANAGEMENT

Funds may be made available for the award of grants, within the scope of this contract. The contractor shall negotiate, award and administer sub-agreements. Funds for sub-grantees will be provided on a pass-through basis, and profit/fee will not be applied to such funds.

Accordingly:

- A.** USAID will have substantial involvement in establishing the selection criteria and in selecting the grant recipients, including, at a minimum, USAID approval of the selection of grantees prior to award;
- B.** USAID will retain the ability to terminate the grant activities unilaterally in extraordinary circumstances;
- C.** Relevant requirements which apply to USAID-executed grants will also apply to grants signed by the contractor in this small grants program; the contractor shall have the responsibility to determine that applicable requirements are included in each grant; and
- D.** The contractor shall award such grants to non-U.S., non-governmental grantees, and in some circumstances, governmental, in an amount not to exceed \$250,000 per grant and U.S. non-governmental grantees in an amount not to exceed \$100,000 per grant.

9. REPORTING REQUIREMENTS

In addition to providing the services and reports described in Section 5, the Contractor shall also submit the following reports and other deliverables:

Weekly Consultations: A continuing requirement of this contract will be close collaboration, reporting to and engagement with the appropriate officers of USAID. Consultations will occur on a weekly basis at a minimum to discuss the internal specifics and external contexts of the on-going work. It is anticipated that these informal but regular consultations will support the Monthly Reports and help shape the Quarterly Work Plans.

Monthly Reports: The Awardee shall provide to the CTO, within 5 days after the end of each month, a report on the activities undertaken during the month. The monthly report should seek to be a brief, lucid, description of the activities, with emphasis on issues that have arisen, impacts made, constraints encountered, and suggestions for additional actions that might be taken.

Quarterly Work Plans: Quarterly Work Plans shall be submitted within seven calendar days before the start of the new quarter. The scope of the quarterly reports will depend upon the extent of permissive areas. The first quarterly workplans shall be submitted within three weeks of entering a permissive environment. The workplan should include the estimated monthly fuel requirements for up to one year of program implementation, in meeting all program objectives within the contract. USAID will respond to the workplan within five calendar days.

Final Report: The Contractor will prepare a final report that matches accomplishments to the specific paragraphs of the Scope. The final report will be drafted to allow for incremental improvements in the process, both generally within USAID and specifically with respect to this assistance mission.

Special Security Conditions: **U.S. Citizenship is required of key personnel selected to perform under this Contract.** At a minimum an "Interim Secret" personnel security clearance issued by the Department of Defense will be required before the issuance of a USAID/RRB Badge or permission to proceed to Post is granted. USAID/SEC will be responsible for validating security clearances of all proposed/selected contractors and will work with the Facility Security Officer of the selected company to transmit security clearance data to U.S. Officials abroad where access to restricted sites and/or facilities is necessary to accomplish the task(s) outlined in this SOW. No classified information will be provided to the contractor for the purpose of review, work, or storage at the contractor's facility. All access will occur at the Government's facility either within the U.S. or overseas.

No duplication or retransmission of Classification National Security Information is permitted by the contractor without written authorization from the CTO. Any public release of information regarding this award must be approved in advance of release by the CTO (refer to Section H.10 of this contract for specific security guidance).

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 semifinished products which are not packaged.

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

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

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

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
NUMBER	TITLE	DATE
52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR 1984
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984
52.246-15	CERTIFICATE OF CONFORMANCE	APR 1984

E.2 INSPECTION AND ACCEPTANCE

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

USAID/Iraq

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

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER AUG 1989 ALTERNATE I	(APR 1984)
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is the date of contract award through 12 months later.
 Option Year 1 is one year after the Base Period of 12 months.
 Option Year 2 is one year after the Option Year 1 period.

F.3 PERFORMANCE STANDARDS

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

F.4 REPORTS AND DELIVERABLES OR OUTPUTS

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

See Section C.

F.5 PROGRESS REPORTING REQUIREMENTS

752.242-70 PERIODIC PROGRESS REPORTS (JUL 1998)

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

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

F.6 KEY PERSONNEL

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

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

F.7 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI

USAID contractors must submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address.

Development Experience Clearinghouse
1611 N. Kent Street, Suite 200
Arlington, VA 22209-2111

Telephone Number 703-351-4006, ext. 100
Fax Number 703-351-4039
E-mail: docsubmit@dec.cdie.org
<http://www.dec.org>

SECTION G - CONTRACT ADMINISTRATION DATA

752.7003

DOCUMENTATION FOR PAYMENT

NOV 1998

G.1 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

USAID Office of Procurement
M/OP/EER/DGLA, Rm. 7.09-071
1300 Pennsylvania Ave, RRB
Washington, DC 20523-7803

G.2 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer is [TO BE DETERMINED] or his designee at:
USAID/Iraq

G.3 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G.4 PAYING OFFICE

The paying office for this contract is:

Office of Financial Management
USAID/Washington
M/FM/CMP, Room 7.07-133
1300 Pennsylvania Avenue, RRB
Washington, D.C. 20523-7100

G.5 ACCOUNTING AND APPROPRIATION DATA

Reserved

G.6 CONTRACTOR'S PAYMENT ADDRESS

Payment will be made to the Contractor either by electronic funds transfer or by check mailed to the address shown on the cover page of this contract, unless otherwise indicated below:

TO BE COMPLETED BY CONTRACTOR

SECTION H - SPECIAL CONTRACT REQUIREMENTS

752.7027

PERSONNEL

DEC 1990

H.1 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS AND AIDAR 752.7027 PERSONNEL

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

H.2 INSURANCE AND SERVICES

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

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

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

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

(b) Pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services, USAID's Medevac service provider is:

Medex Assistance Corporation
P.O. Box 5375
Timonium, MD 21094-5375
Telephone: (410) 453-6300 in Maryland;
or (800) 537-2029 (toll-free)
Telefax: (410) 453-6301

Applicants should request coverage in accordance with USAID Contract No. HNE-Q-00-98-00106-00.

Medevac services costs are allowable as a direct cost.

H.3 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services procured in support of the USAID program in the Near East under this contract is 935 (this includes all countries, excluding only the foreign policy restricted countries. There is a preference for U.S. source, origin and nationality, to the extent

practicable. **NOTE: Iraq is currently included on the list of “foreign policy restricted countries” and would need to be removed from the list in order to permit procurement from Iraq.**

H.4 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

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

H.5 LOGISTIC SUPPORT

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

H.6 PERSONNEL COMPENSATION

(a) Limitations:

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

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate of the USAID "ES-6" (or the equivalent daily rate of the maximum ES-6 salary, if compensation is not calculated on an annual basis), as amended from time to time, unless an advance written waiver is granted by the USAID Procurement Executive prior to contract award.

(b) Salaries During Travel

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

(c) Return of Overseas Employees

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

(d) Annual Salary Increases

Annual salary increases (includes promotional increase) may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases shall be consistent with the AIDAR clause at 752.7007, Personnel Compensation. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary of ES-6 may be granted only with the advance written approval of the Contracting Officer.

(e) Consultants

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer; and if such provision has been made or approval given, compensation shall not exceed 1) the highest rate of annual compensation received by the consultant during

any full year of the immediately preceding three years or 2) the maximum daily salary rate of ES-6, whichever is less.

It should be noted that USAID will be providing direct compensation to each contractor's locally-hired consultants, defined as professionals who had been nominally the employees of the former regime, but who are now employed by USAID's contractors and grantees through a separate contract/grant. This support is intended to ensure that essential services that were undertaken by the former regime are maintained. **The contractor/grantee is responsible for submitting a list of all these employees to the salary support contractor verifying their employment by the contractor/grantee.**

(f) Initial Salaries

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

NOTE: The daily rate of a Senior Executive Service employee at the ES-6 level is determined by dividing the annual salary by 2087 hours and multiplying the quotient by 8.

NOTE: Any Approvals issued pursuant to the above sections shall be retained by the Contractor for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less (see Part I, Section B.4 of this contract).

(g) Work Week

(1) Nonoverseas Employees. The length of the contractor's U.S., non-overseas employees workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.

(2) Overseas Employee

The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperation Country associated with the work of this contract.

(h) Definitions

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028), unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges (see also the clause of this contract entitled "Personnel Compensation" (AIDAR 752.7007).

H.7 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT

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

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development
Office of Small and Disadvantaged Business Utilization
Room 7.08 RRB
Washington, D.C. 20523

H.8 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997):

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

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

H.9 SECURITY REQUIREMENTS:

(a) This contract may involve classified performance in accordance with Executive Order 12829, The National Industrial Security Program, USAID's ADS Chapter 567 "Classified Contract Security and Contractor Personnel Security Program" and, FAR Subpart 4.4 "Safeguarding Classified Information Within Industry". Consequently, this contract incorporates the minimum provisions needed to comply with the National Industrial Security Program (NISP) and ADS 567, as summarized in paragraphs (b) through (g) below. The requiring office for this contract must complete a DD 254, have it cleared by the Office of Security (SEC), and include it with the Statement of Work for the classified contract. A blank copy of the DD 254 is attached in Section J. Questions pertaining to the DD 254 are to be directed to the Office of Security.

(b) In order to be considered for this classified contract, the contractor must obtain and maintain a "Facility Clearance" at the level specified on the accompanying Contract Security Classification Specification, DD Form 254. If after award of this contract the contractor fails to obtain and maintain a facility clearance at the level identified on the DD Form 254 this contract will be terminated in accordance with the applicable clauses as set forth in the FAR. Any requirement for a "Top Secret facility clearance must be justified and approved by the Office of Security prior to the issuance of this contract at this level and before a company is sponsored for the required investigation by the Defense Security Service. (Note: The time necessary to process an un-cleared company for a facility clearance may delay performance). The CTO from the office sponsoring the contract is responsible for coordinating with SEC in taking any actions ADS 567 requires to request the facility clearance from the Defense Security Service (DSS). The CTO is responsible for managing the clearance requirements for this contract.

At the time of award, the contractor does [] does not [] have a Secret level facility clearance.

- (c) If DSS grants an interim clearance but then subsequently revokes the interim clearance after contract award and denies a final clearance, the contract may be terminated, depending on the reasons DSS denied the clearance.
- (d) Employees of the Contractor working under this contract and requiring access to classified national security information and/or to areas under the control of USAID deemed "Restricted" by USAID's Office of Security must have been subject to an appropriate level background investigation by the Defense Security Service (DSS). DSS must issue either an "Interim" or "Final" security clearance for each tasked employee before USAID will grant him or her unescorted access to USAID's restricted spaces(s) or permit him or her access to classified national security information. If DSS issues an interim personnel security clearance but subsequently denies a final clearance for an employee of a cleared contractor, the contractor must immediately remove the employee from USAID-restricted space and prevent him or her from having access to or handling classified or administratively controlled materials. The contractor is responsible for providing properly cleared personnel to work on the contract and for ensuring that performance is not jeopardized.
- (e) The contractor's Facility Security Officer (FSO) must forward a valid "Visit Request" identifying their representatives/employees and the required security clearance information to the USAID Office of Security, Room 2.06A, 1300 Pennsylvania Ave., N.W., Washington, D.C. 20523-8800.
- (f) In the event the contractor subcontracts any work to be performed under this contract, the contractor is responsible for issuing the security guidance provided by USAID to any subcontractor and ensuring that subcontractors comply with security requirements of the contract.
- (g) The USAID Office of Security will issue RRB facility passes to individual contractor representatives/employees upon receipt and verification of the security data contained in the "Visit Authorization Request". The contractor must ensure that any passes issued are returned upon termination of employment or completion of the contract, whichever occurs first."
- (h) Implementation in Iraq will not take place until an appropriate security environment exists and USAID instructs the contractor to proceed. Currently there are several statutory restrictions on assistance to Iraq. No assistance under this contract shall be provided to Iraq until USAID has determined that it is consistent with U.S. foreign policy and permitted by law. In particular, the contractor shall not proceed with any payments to local consultants until instructed by USAID. In addition, the contractor is subject to the requirements of the Office of Foreign Assets Control (OFAC) and is responsible for compliance with all applicable UN sanctions against Iraq.

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

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	MAR 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)	DEC 1998
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	MAR 2000
52.216-8	FIXED-FEE	MAR 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000

52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	JAN 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2000)	OCT 2000
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-29	NOTIFICATION OF VISA DENIAL	FEB 1999
52.223-6	DRUG-FREE WORKPLACE	MAR 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 1996
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAR 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	MAR 2001
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.226-2	SUBCONTRACTING WITH DISADVANTAGED ENTERPRISE	APR 1997
752.226-3	LIMITATIONS ON SUBCONTRACTING	JUN 1993
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	

752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.242-70	PERIODIC PROGRESS REPORTS	JUL 1998
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997

I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

I.3 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAR 2001)

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

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

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

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

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

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control

has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

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

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

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

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the actor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

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

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

[] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

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

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

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

I.4 RESERVED

I.5 52.232-25 PROMPT PAYMENT (FEB 2002)

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

(a) Invoice payments (1) Due Date. (i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

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

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

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

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

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

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

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

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

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

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraph (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

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

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

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

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

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

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

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

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

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

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

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) a penalty amount, calculated in accordance with paragraph (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

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

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

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

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

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

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in paragraph (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

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

(b) Contract financing payments--(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

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

I.6 52.246-24 LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (FEB 1997) ALTERNATE I (APR 1984)

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

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, the supplies results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

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

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

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

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

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

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

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

(ii) Provide other equitable relief.

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

(1) Warranty of technical data;

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

(3) Government property.

I.7 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):

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

I.8 AIDAR 752.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS

(a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract

(1) Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(3) Small business concern owned and controlled by socially and economically disadvantaged individuals and small disadvantaged business concern mean a small business concern that represents, as part of its offer that--

(i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;

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

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

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

(4) Small business concern owned and controlled by women means a small business concern--

(i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

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

(1) Brief general description and quantity of commodities or services;

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

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

I.9 USAIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

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

I.10 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651 et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

I.11 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated

under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT 1	IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS
ATTACHMENT 2	USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET
ATTACHMENT 3	SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES
ATTACHMENT 4	CERTIFICATE OF CURRENT COST AND PRICING DATA
ATTACHMENT 5	MODEL SMALL BUSINESS/SMALL DISADVANTAGED SUBCONTRACTING PLAN
ATTACHMENT 6	SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS
ATTACHMENT 7	AID 1420 - 65 AID CONTRACTOR EMPLOYEE PHYSICAL EXAMINATION FORM
ATTACHMENT 8	DD FORM 254 – DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION
ATTACHMENT 9	STANDARDS FOR USAID PUBLICATIONS

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

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

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

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

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

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

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

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

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

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

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

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror 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 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.6. 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

NA

Listed Countries of Origin

NA

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

[] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

(2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

K.7 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; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(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.8 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

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

K.9 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.-

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);-

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.10 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAR 2001)

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

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

is is not a historically black college or university;

is is not a minority institution.

K.11 52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state

that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]--

[] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

K.12 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)

NOTE:

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

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

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

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

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

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

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

Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

(c) Check the appropriate box below:

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

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

Date of Disclosure Statement:

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 subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

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

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

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

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

YES NO

K.13 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.14 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

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

K.15 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [] has not [] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.16 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 _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

SECTION M

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

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSIAL NUMBERING SYSTEM	JUN1999
52-215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS	OCT 2000
52.225-10	NOTICE OF BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM REQUIREMENT--CONSTRUCTION MATERIALS	FEB 2000
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

L.2 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

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

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

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

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

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

SECTION M

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

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

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

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

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

The Government contemplates award of a (Cost Plus Fixed Fee) Level of Effort Term contract resulting from this solicitation.

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

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

Hand-Carried Address: (includes commercial courier)

Contracting Officer
United States Agency for International Development (USAID)
Office of Procurement
M/OP/EER/DGLA
1300 Pennsylvania Ave, Rm. RRB (14th Street Entrance)
Washington, D.C. 20523-7100

Fax (202)

Mailing Address:

Contracting Officer
United States Agency for International Development (USAID)
Office of Procurement
M/OP/EER/DGLA
1300 Pennsylvania Ave, Rm. RRB
Washington, D.C. 20523-7100

SECTION M

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

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

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

For Federal Acquisition Regulation (FAR) provisions: <http://www.arnet.gov/far>

For USAID Acquisition Regulation (AIDAR) provisions:
<http://www.usaid.gov/pubs/ads/ftpads/aidar.doc>

L.6 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (MAY 2001)

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

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

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

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

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

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

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

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

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

SECTION M

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

(i) The solicitation number;

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

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the

SECTION M

solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION M

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

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

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

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

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

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

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

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

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

(iii) A summary of the rationale for award; and

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

[End of Provision]

L.7 52. 232-38 Submission of Electronic Funds Transfer Information with Offer (May 1999)

SECTION M

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

[End of Provision]

L.8 PROPOSAL DELIVERY INSTRUCTIONS

Due to the events of September 11, 2001, security at the federal building housing USAID has been significantly increased. As such it is necessary that offerors planning to deliver their proposals by other than USPS, UPS or FedEx be aware of these additional security requirements. See the following provision and Freight Delivery Request Form below.

PROPOSAL DELIVERY

ALL offerors delivering proposals through carriers other than the USPS, UPS, or FedEx, including individual hand delivery, must complete a Freight Delivery Request Form and provide it to the contract specialist four (4) business days in advance of delivery. The contract specialist will then provide this form to the RRB loading dock. Offerors should request confirmation of their delivery clearance from the contract specialist.

The RRB loading dock is the only acceptable place for delivery. Preclearance as noted above is mandatory. The actual time of USAID's acceptance is when the RRB loading dock representative accepts the delivery. Offerors should obtain a date/time stamped and signed receipt from the representative. Proposals may NOT be delivered to the RRB lobby. RRB Security will not allow non precleared vehicles in the building and will not allow hand deliveries to the USAID lobby. Offerors who fail to comply with these instructions will have their proposals rejected.

SECTION M

L.9 GENERAL INSTRUCTIONS TO OFFERORS

(a) The offeror should submit the proposal as follows:

(i) hand delivery (including commercial courier) of **one original and 4 copies of a Technical Proposal and one original and 1 copy of a Cost Proposal** to the address listed in the SF 33, Block 8. Each proposal should be identified as such, e.g., “original” or “copy 2 of 4” etc. Originals will be official file documents and such should be unbound and two-hole punched at the top. Copies will be working copies and should be contained in three ring binders.

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

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

L.10 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) The Technical Proposal in response to this solicitation shall address the offeror’s Personnel Qualifications/Staffing Plan as requested below.

(b) The Technical Proposal in response to this solicitation shall address the offeror’s Past Performance/Institutional Capability information as requested below.

(c) The Technical Proposal should include the following components, with equal order of importance:

(i) **Personnel Qualifications/Staffing Plan**

The Contractor shall provide résumés and certifications of availability for each of the key personnel proposed (this is in addition to the 5-8 page brief paper discussed below). Proposed personnel will be evaluated on the basis of education, experience, strengths, and skills, especially that which is recent and relevant to the region and the particular positions for which they are proposed. Personnel with English fluency and language skills in Arabic are preferred. The Contractor shall submit a brief paper, five to eight pages in length, describing the appropriateness and strengths of the overall team proposed. The Contractor should clearly articulate the management plan and organizational structure, including levels of effort, plan and schedule for assembling personnel, providing logistical and support functions, and undertaking the work described in the statement of work.

(ii) **Past Performance/Institutional Capability**

The Contractor should submit a brief paper, not more than 10 pages in length, describing recent (past five years) relevant (to the region and objectives of the statement of work) experience by the Contracting firm. The Contractor should highlight how the organization will apply past experience

SECTION M

and existing capabilities to meet program objectives. The paper should underscore how the organization has identified and addressed issues and overcome challenges with previous implementation efforts, similar in scope to those identified in this document.

Each Offeror is required to provide past performance references in accordance with the following (this is in addition to the 10 page brief paper):

- A. The Offeror is required to provide past performance references for itself and also past performance references for each proposed subcontractor expected to provide at least 20% of the total labor in performance of any contract made under this RFP.
- B. The name, telephone number and email address of at least two contacts are required. It is recommended that the offeror alert the contacts that their names have been submitted and they are authorized to provide past performance information when requested.
- C. If the Offeror encountered problems on any of these contracts, it may provide a short explanation and the corrective action taken. Offerors should not provide general information on their performance.
- D. Offerors may describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work.
- E. **USAID may use past performance information obtained from other than the sources identified by the offeror.** Past performance information will be used in both the responsibility determination and best value decision.

L.11 INSTRUCTIONS REGARDING KEY PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor under the Personnel Qualifications/Staffing Plan in L.10(c)(i) above. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

L.12 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

- (a) Each offeror shall provide a budget for ALL Contract Line Item Numbers 0001-0008 (CLINS) in Section B to include the Base Year and Option Year 1 and Option Year 2. Supporting information should be provided in sufficient detail to allow a complete analysis of each line item of cost. This is to include a complete breakdown on cost elements associated with each line item and those costs associated with any proposed subcontract e.g. salaries, fringe benefits, overhead (indirect costs shall be supported by a Negotiated Indirect Cost Rate Agreement – NICRA from the cognizant agency, if available), other direct costs (supplies, equipment, travel, transportation, per diem amounts, airfares, destination and number of trips, taxis, and car rentals and vehicle purchases, rent, and domestic and international communications), sub-grants to NGO's, TCN/CCN labor costs, general and administrative, and fixed fee. Under Other Direct Costs, International travel should be identified separately and broken down by destination, number of trips, and number of travelers. The cost and pricing information shall describe any significant assumptions or uncertainties;

SECTION M

(b) Utilization of Small Businesses and Disadvantaged Enterprises

1. Past Performance on Utilization of Small Businesses; Proposed Participation by Small Business Concerns and Disadvantaged Enterprises. Each offeror will be evaluated as to the extent to which it used small, small disadvantaged and women-owned small businesses, veteran-owned small business, service-disabled, veteran-owned small business, and/or HUB Zone small business, under current and past contracts. The evaluation will assess the extent to which the above named small businesses participated in these contracts relative to the size/dollar value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with Small Business Subcontracting Plans set out in previous contracts. Offerors will be provided an opportunity to explain circumstances surrounding less than satisfactory reports on the utilization of small business if not previously provided the opportunity. Past performance of any firm that does not have any pertinent past performance history will be rated neutral.

2. Proposed Participation by Small Business Concerns and Disadvantaged Enterprises. As required by Section L of this RFP, Offerors (other than small businesses) are required to submit Subcontracting Plans. All offerors' Plans must address subcontracting with small business concerns, disadvantaged, women-owned and HUB Zone business concerns. Plans will include a percentage goal of at least 15% of total planned subcontracting to small business concerns. Evaluation will be based on: 1) Technical impact and value-added by proposed small business concerns, to the Offeror's team; and 2) Total amount of proposed subcontracting with small business concerns as a percentage of total planned subcontracting.

Note: This evaluation factor does not apply to proposals submitted by small business concerns.

(c) A completed and signed SF33 and acknowledgment of any amendments to the RFP;

(d) The contractor is a joint venture or partnership, the business management proposal must include a copy of the agreement between the parties to the joint venture/partnership. The agreement will include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm

will have accounting responsibility, how work will be allocated, overhead calculated, and profit shared, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.

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

(f) A completed Certificate of Current Cost or Pricing Data (see Section J of this solicitation) for itself and each subcontractor, if the subcontract will exceed \$500,000. (This certificate should be re-submitted after negotiations have been concluded and agreement has been reached.)

(g) A copy of any current indirect rate agreements between a U.S. Federal agency and the prime and/or any subcontractors.

- (h) A discussion of the amount proposes as a fixed fee, if any.
- (i) Any proposed indirect rate ceilings.

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 Section 9.104-1.

L.13 SMALL BUSINESS PARTICIPATION

PAST PERFORMANCE IN USING SMALL BUSINESS CONCERNS—FOR OTHER THAN SMALL BUSINESS CONCERNS (as defined in FAR 19.001).

(a) As part of the evaluation of past 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 past 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.

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:

1. 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 small business incentive programs set out in your contract(s).
2. To supplement the narrative summary in 1. above, provide with your summary a copy of the most recent SF 294 "Subcontracting Report for Individual Contracts" for each contract against which you were required to report for the past three years.
3. Provide us with 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 phone number, and e-mail address for each.
4. USAID reserves the right to obtain past performance information from other sources, including any SB concern you have not named [per (a)2.] or government agency.

Ronald Reagan Building & International Trade Center

L.14

FREIGHT DELIVERY REQUEST FORM



TO: RRBITC Loading Dock Manager
Federal Protective Service

FROM: CUSTOMS: EPA: GSA: TCMA: USAID: WW Center OTHER: _____
------(Circle One)-----

RFA/P #:
OFFEROR: _____

FREIGHT DELIVERY COMPANY INFORMATION

Name of Freight Company making delivery	Phone #	Date of arrival
Freight Co. Contact Person	Fax #	Estimated Time of arrival

Driver's Name	Driver's Lic # & State	Date of Birth
Alternate Driver	Driver's Lic # & State	Date of Birth

Vehicle Description (i.e., tractor trailer, etc)	Type	Make	Tag #
	Length	Model	State

Description of material being delivered

AGENCY/ TENANT REQUESTING DELIVERY

Agency/ Tenant Contact Person	Phone #
USAID, Fax #	(202) 7 (202)

Signature

Deliveries to the B-2 loading dock require 96 hours notice.
All deliveries are subject to an off-site security inspection by the
Federal Protective Service

B-2 Loading Dock
Ph. # (202) 789-4388
Fax # (202) 789-5342

THIS DOCUMENT CONTAINS INFORMATION COVERED BY THE PRIVACY ACT

SECTION M – EVALUATION FACTORS FOR AWARD**M.1 EVALUATION CRITERIA**

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

- (a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.
- (b) The cost proposal will be scored by the method described in this Section.
- (c) The criteria below are presented by major category, with equal order of importance. The criteria below reflect the requirements of this particular solicitation.

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

In accordance with FAR 15.101-1(b)(2), note that all evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

M.2 TECHNICAL EVALUATION CRITERIA – The technical evaluation criteria presented below are of equal importance, however TECHNICAL IS SIGNIFICANTLY MORE IMPORTANT THAN COST:**(a) Personnel Qualifications/Staffing Plan**

The Contractor shall submit a brief paper, 3-5 pages in length, describing the appropriateness and strengths of the overall team proposed. The Contractor should clearly articulate the management plan and organizational structure, including levels of effort, plan and schedule for assembling personnel, providing logistical and support functions, and undertaking the work described in the statement of work.

(b) Past Performance/Institutional Capability

As required by Section L.10(c)(ii).of this RFP, Offerors are required to provide past performance references for itself and each proposed subcontractor expected to provide at least 20% of the total labor in performance of any contract made under this RFP. The Technical Evaluation Committee may give more weight to past performance information that is considered more relevant and/or more current.

Past performance evaluations by USAID will focus on the contractors':

1. Record of conforming to contract requirements and to standards of good workmanship;
2. Record of forecasting and controlling costs,
- 3) The contractor's adherence to contract schedules, including administrative aspects of performance;
- 4) The history of reasonable and cooperative behavior and commitment to customer satisfaction;

The institutional capability evaluation will focus on the extent to which the organization has identified and addressed issues and challenges with previous implementation efforts, similar in scope to those identified in this document.

M.3 COST EVALUATION CRITERIA

USAID will evaluate the proposed cost in accordance with FAR Subpart 15.4. For the purpose of the evaluation the price of the offeror's proposal is the sum of all the CLIN's, as proposed in Section B, Base Year and Option Year 1 and Option Year 2.

M.4 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

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

M.5 ADJECTIVAL RANKING

USAID will use adjectives to rank offerors' technical and cost proposals. The following adjectives will be used in assessing the criteria set forth above:

OUTSTANDING. The proposal exceeds the fullest expectations of the Government. The offeror has convincingly demonstrated that the evaluation requirements have been analyzed, evaluated, and should result in an outstanding, effective, efficient, and economical performance under the contract. An assigned rating within "outstanding" indicates that, in terms of the specific factor (or sub-factor), the proposal demonstrates an "outstanding" understanding of the factor, contains essentially no weaknesses, and exceeds the fullest expectations of the Government.

VERY GOOD. The proposal demonstrates a level of effort that fully meets the Evaluation's requirements and that this effort has produced, or could produce, results which should prove to be substantially beneficial to the project. The proposal may or may not have any weaknesses. Fulfilling the definition of "very good" indicates that, in terms of the specific factor (or sub-factor), the proposal demonstrates a level of effort that fully meets the Evaluation's requirements and that this effort has produced, or could produce, results which should prove to be substantially beneficial to the project.

GOOD. The proposal meets the requirements. The proposal may contain weaknesses and/or significant weaknesses that are correctable but no deficiencies. An assigned rating of "good" indicates that, in terms of the specific factor (or sub-factor), the proposal demonstrates a "good" understanding of the factor. If any weaknesses and/or significant weaknesses are noted, they should not seriously affect the offeror's performance.

MARGINAL. The proposal demonstrates a shallow understanding of the requirements and approach and marginally meets the minimum evaluation standard. The proposal contains weaknesses and/or significant weaknesses and may contain deficiencies. If deficiencies exist, they may be correctable. A rating of "marginal" indicates that, in terms of the specific factor (or sub-factor), the proposal marginally meets the

standard for minimal but acceptable performance. The offeror may complete the assigned tasks; however, there is at least a moderate risk that the offeror will not be successful.

UNACCEPTABLE. The proposal fails to meet a minimum requirement or contains a major deficiency or major deficiencies. The proposal is incomplete, vague, incompatible, incomprehensible, or so incorrect as to be unacceptable. The evaluator feels that the deficiency or deficiencies is/are uncorrectable without a major revision of the proposal. The assignment of a rating within the bounds of "unacceptable" indicates that in terms of the specific factor (or sub-factor) the proposal fails to meet performance or capability standards. The specific factor to be evaluated contains deficiencies.

M.6 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

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

(a) Offers from other than small businesses must include small business subcontracting plans. These plans must contain small business subcontracting goals of at least 15% of all subcontracting, including non-zero goals (greater than 1%) for each of the following: small-disadvantaged businesses, women-owned businesses, HUBZone businesses, and service-disabled veterans-owned businesses.

(b) Under the full and open competition the Contracting Officer will add a 10% price adjustment to all offerors from SDB concerns that have not waived the adjustment (see Section 19 of the FAR).

(c) A small disadvantaged businesses that does not waiver the adjustment is thereby agreeing to comply with certain terms stated in Section 19.1101.

(d) This adjustment will not be used in the evaluation of the small business set-aside.

M. 7 CONTRACT AWARD

Tradeoff Analysis and Best Value Determination

(a) In accordance with Section M of this solicitation, award will be made by the Contracting Officer to the responsible offeror(s) whose proposal(s), conforming to the solicitation, and considering the aforementioned evaluation factors, represent(s) the best overall value to the Government. The evaluation factors set forth in Section M will be used by the Contracting Officer as a guide in determining which proposals will represent the best value to the Government. The tradeoff method will be utilized under this procurement

(b) **Although technical evaluation factors are significantly more important than cost factors, the closer the technical evaluations of the various proposals are to one another, the more important cost considerations become.** The Contracting Officer may determine what a highly ranked proposal based on the technical evaluation factors would mean in terms of performance and what it would cost the Government to take advantage of it in determining the best overall value to the Government.

ATTACHMENT 1

IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

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

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

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Vietnam, Cuba, Cambodia, Laos, Iraq, Iran, North Korea, Syria and People's Republic of China.

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries. **NOTE: Iraq is currently included on the list of "foreign policy restricted countries" and would need to be removed from the list in order to permit procurement from Iraq.**

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

(e) Code 110 – Collective for New Independent States of the former Soviet Union.

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

ATTACHMENT 2

USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

Form can be downloaded from the following website:

www.usaid.gov/procurement_bus_opp/procurement/forms

ATTACHMENT 3

SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

Form can be downloaded from the following website:

www.usaid.gov/procurement_bus_opp/procurement/forms

ATTACHMENT 4

CERTIFICATE OF CURRENT COST AND PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data (as defined in Section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____ are accurate, complete, and current as of _____.**

FIRM: _____

NAME: _____

TITLE: _____

DATE OF EXECUTION: _____

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP Number).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when price negotiations were concluded and the contract price was agreed to.

ATTACHMENT 5

MODEL SMALL BUSINESS/SMALL DISADVANTAGED SUBCONTRACTING PLAN

MODEL SUBCONTRACTING PLAN OUTLINE

Identification Data

Contractor: _____

Address: _____

Solicitation or Contract Number: _____

Project Title: _____

Total Amount of Contract (Including Options) \$ _____

Period of Contract Performance (MO. & YR.) _____

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

1. Type of Plan (Check One)

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

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

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

2. Goals

State separate dollar and percentage goals for small business concerns, small disadvantaged business concerns, and women-owned small business concerns as subcontractors as specified in FAR 52.219-9 and FAR 19.704(a)(1).

A. Total estimated dollar value of all planned subcontracting, i.e., with all types of organizations under this contract, is \$_____.

B. Total estimated dollar value and percentage of planned subcontracting with small business concerns: \$_____ and _____%*

C. Total estimated dollar value and percentage of planned subcontracting with small disadvantaged business concerns: \$_____ and _____%*

D. Total estimated dollar value and percentage of planned subcontracting with women-owned small business concerns: \$_____ and _____%*

(*Expressed as a percentage of "A")

E. Description of all the products and/or services to be subcontracted under this contract, and an indication of the types of organizations supplying them: (i.e., LARGE BUSINESS (LB), SMALL BUSINESS (SB), SMALL DISADVANTAGED BUSINESS (SDB), AND WOMEN-OWNED SMALL BUSINESS (W-OSB).

(check all that apply)

Subcontracted Product/Service	LB	SB	SDB	W-OSB
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(Attach additional sheets if necessary.)

F. A description of the method used to develop the subcontracting goals for small, small disadvantaged, and women-owned small business concerns (i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals; also, explain how the areas to be subcontracted to small, small disadvantaged, and women-owned small business concerns were determined, and how the capabilities of small, small disadvantaged, and women-owned small businesses were determined -- include any source lists used in the determination process).

G. Indirect costs have been _____ have not been _____ included in the dollar and percentage subcontracting goals stated above. (check one)

H. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small business, small disadvantaged business, and women-owned small business concerns.

3. Program Administrator

Name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name: _____

Title: _____

Address: _____

Telephone: _____

Duties: Has general overall responsibility for the contractor's subcontracting program; i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. These duties include, but are not limited to, the following activities:

A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small, small disadvantaged, and women-owned small business concerns; assuring that small, small disadvantaged, and women-owned small businesses are included on the source lists for solicitations for products and services for which they are capable of providing;

B. Developing and maintaining bidder's lists of small, small disadvantaged, and women-owned small business concerns from all possible sources;

C. Ensuring periodic rotation of potential subcontractors on bidder's lists;

D. Ensuring that procurement "packages" are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses;

E. Making arrangements for the utilization of various sources for the identification of small, small disadvantaged, and women-owned small businesses such as the SBA's Procurement Automated Source System (PASS), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, and the facilities of local small business and minority associations, and maintaining contact with the Federal agency's Small and Disadvantaged Business Utilization Specialist.

F. Overseeing the establishment and maintenance of contract and subcontract award records;

G. Attending or arranging for the attendance of company counselors Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc.;

H. Ensuring small, small disadvantaged, and women-owned small business concerns are made aware of subcontracting opportunities and of how to prepare responsive bids to the company;

I. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 et seq on purchasing procedures;

J. Monitoring the company's performance and making any adjustments necessary to achieve the Subcontracting Plan goals;

K. Preparing and submitting timely, required Subcontracting Reports, including SF 294 and SF 295;

L. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and,

M. Other duties: _____

4. Equitable Opportunity

Describe efforts the offeror will make to ensure that small, small disadvantaged, and women-owned small business concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to the following activities:

- A. Outreach efforts to obtain sources:
 - 1. Contacting minority and small business trade association;
 - 2. Contacting business development organizations;

- 3. Attending small and minority business procurement conferences and trade fairs; and
- 4. Requesting sources from the Small Business Administration's Procurement Automated Source System (PASS).
- 5. Placing newspaper and magazine ads which encourage new sources.

B. Internal efforts to guide and encourage purchasing personnel:

- 1. Presenting workshops, seminars, and training programs;
- 2. Establishing, maintaining, and using small, small disadvantaged, and women-owned small businesses source lists, guides, and other data for soliciting subcontracts; and
- 3. Monitoring activities to evaluate compliance with the Subcontracting Plan.

C. Additional efforts: _____

5. Flow-Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns, Small Disadvantaged Business Concerns, and Women-Owned Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business, Small Disadvantaged Business, and Women-Owned Small Business Subcontracting Plan." Ref. FAR 19.704 (a) (4)

6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the Subcontracting Plan; (3) submission of Standard Form SF 294, "Subcontracting Report for Individual Contracts, "and SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit SF 294 and SF 295.

Reporting Period	Report	Due
Oct 1 - Mar 31	SF 294	04/30
Apr 1 - Sep 30	SF 294	10/30
Oct 1 - Sep 30	SF 295	10/30

ADDRESSES

(a) SF 294 and

(b) SF 295 to be submitted to:

Director
Office of Small and Disadvantaged Business
Utilization/Minority Resource Center
U.S. Agency for International Development
Washington, DC 20523-1414

7. Recordkeeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the Subcontracting Plan. These records will include, but not be limited to, the following:

A. Small, small disadvantaged, and women-owned small business concerns source lists, guides, and other data identifying such vendors;

B. Organizations contacted in an attempt to locate small, small disadvantaged, and women-owned small business sources;

C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; (3) whether women-owned small business concerns were solicited, and if not, why not; and (4) reason for the failure of solicited small, small disadvantaged, or women-owned small business concerns to receive the subcontract award;

D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;

E. Records to support internal guidance and encouragement provided buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance; and

F. On a contract-by-contract basis, records to support subcontract data including the name, address, and business size of each subcontractor. (This item is not required for company or division- wide commercial products plans.)

G. Additional records: _____

This subcontracting plan was submitted by:

Signature: _____

Typed Name: _____

Title: _____

Date Prepared: _____

Phone No.: _____

ATTACHMENT 6

SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS

Form can be downloaded from the following website:

www.usaid.gov/procurement_bus_opp/procurement/forms

ATTACHMENT 7

AID 1420 - 65 AID CONTRACTOR EMPLOYEE PHYSICAL EXAMINATION FORM

Form can be downloaded from the following website:

www.usaid.gov/procurement_bus_opp/procurement/forms

ATTACHMENT 8
DD FORM 254 – DEPARTMENT OF DEFENSE CONTRACT SECURITY
CLASSIFICATION SPECIFICATION

SECURITY FORM – DD FORM 254



dd0254.pdf