



**United States Agency for International Development
Nigeria**

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PMB 519, Garki, Abuja
Tel: 234-9-234-3048, 234-2175, 234-2189, 234-7173, 234-2364
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SUBJECT: Request for Proposal (RFP) No. 620-05-003 for a Performance-Based Contract for Maximizing Agricultural Revenue and Key Enterprises in Targeted Sites (MARKETS) - FINAL VERSION

Dear Sir/Madam:

The United States Government, represented by the United States Agency for International Development Mission to Nigeria (USAID/Nigeria) published the subject RFP as a draft on November 08, 2004, in order to obtain comments/input from all public and private interested parties in the subject project. Your comments/input for the draft RFP have been taken into consideration for the preparation of this final solicitation. Please find attached the list of most questions we have received along with our answers, and the final RFP as a result of these comments.

We would like to take this opportunity to thank all organizations/firms for their time and efforts in submitting the comments and input to our Mission.

Sincerely,

Kenneth P. LuePhang
Contracting Officer
USAID/Nigeria

RFP cover letter:

ISSUANCE DATE: January 05, 2005
CLOSING DATE: February 15, 2005
CLOSING TIME: 2:00 p.m. (Nigerian Time)

Subject: Request for Proposal (RFP) No. 620-05-003, For a Performance-Based Contract for Maximizing Agricultural Revenue and Key Enterprises in Targeted Sites (MARKETS) activity in Nigeria

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

If you received this RFP electronically, then you must notify the contact person listed in block 10 of the original SF33 of the RFP by fax or e-mail. Some of the Attachments/Forms/Appendices/Exhibits in Section J are supplied to you electronically. Other Attachments/forms/Appendices/Exhibits which may not be included electronically in this solicitation may be found at

http://www.usaid.gov/procurement_bus_opp/procurement/forms/ or by contacting the person in block 10 of the SF33. As the recipient of this solicitation document, you are responsible for ensuring that you have received it from the Internet in its entirety. USAID bears no responsibility for data errors resulting from transmission or conversion processes. Further, be aware that amendments to solicitations are occasionally issued and will be posted on the same Internet site from which you downloaded the solicitation. Generally, the Contracting Officer will issue amendments to all those who have sent in the written confirmation of solicitation receipt. However, USAID does not guarantee that an amendment will be issued to you directly based upon written confirmation that you have downloaded the solicitation from the Internet. You are therefore advised to regularly check the FedBizOps website (<http://www.fbo.gov/>) for amendments.

This procurement shall be conducted under full and open competition, under which any type of organization (large or small commercial [for profit] firms, educational institutions, non-profit organizations) is eligible to compete. The procedures set forth in FAR Part 15 shall apply. In accordance with FAR 16.306, USAID/Nigeria plans to award a five year cost plus fixed fee (CPFF), completion type contract with a total estimated cost of \$24 million for implementation of this activity. Revealing the cost estimate for the contract does not mean that offerors should necessarily strive to meet the maximum amount. Cost proposals shall be evaluated as a part of a Best Value determination for contract award. Since the contract will be a completion type and will be based on the offeror's successful proposal, the solicitation does not specify a level of effort (LOE) for the contract. The offeror is to propose the LOE and staffing according to the offeror's approach for achieving its stated results. The offeror is to propose key personnel and candidates. Sections B through I will become the contract, with blanks to be completed by the Contracting Officer based on the successful proposal.

USAID encourages the participation to the maximum extent possible of small business concerns, small disadvantaged business concerns and women-owned small business concerns in this activity as prime contractors or subcontractors in accordance with Part 19 of the Federal Acquisition Regulation. In this respect, it is anticipated that the prime contractor will make every reasonable effort to identify and make maximum practicable use of such concerns. Offerors should note that five points were assigned in the evaluation criteria for past performance of offerors in participating in Small Business concerns and Disadvantaged (SBD) Enterprises in their previous and current awards with USAID and in their use of the SBD in this MARKETS

project (see Sections M.1. and M.3. of the attached solicitation). All other evaluation criteria being found equal, the participation of such concerns may become a determining factor for selection.

In recognition of the many changes in today's development assistance environment, and in the context of USAID's new Global Development Alliance (GDA), USAID/Nigeria strongly encourages (but does not require) the formation of public-private alliances in the implementation of its programs. Official U.S. Government assistance now accounts for only a minority share of the flow of resources from the United States to developing countries. Foundations, private companies, non-governmental organizations (NGOs) and others entities have become increasingly active in financing development efforts in West Africa and elsewhere, and they are often looking for synergies with other similar programs.

The U.S. Government believes this solicitation may offer an opportunity on the feasibility of possible public-private partnerships for this activity. By "public-private alliance" USAID means proposals with material and significant non-federal resources offered in their proposals, in order to more fully address the development challenges in Nigeria as outlined in the solicitation. One criterion that the GDA Secretariat uses to define a "public-private alliance" is a least one-to-one leveraging of USAID's resources with additional non-federal resources. While it is not possible to apply this standard to all activities to be funded by USAID/Nigeria, it is preferable whenever possible. Potential offerors are strongly encouraged to think innovatively and creatively about ways to draw forth significant non-federal resources, be they in cash or in kind, and to incorporate commitments to such resources into their proposals to USAID. Public-private alliances are expected to bring together a coalition of organizations and individuals who will jointly define a problem, situation, and solution, thereby capitalizing on the combine knowledge, skills and expertise of all partners.

More information about USAID's Global Development Alliance can be found at www.usaid.gov/gda and more about the specific USAID objectives in Nigeria may be found at <http://www.usaid.gov/ng/>

Any questions regarding this RFP should be received no later than **January 18, 2005**, at 2:00 p.m. local time, **in writing only**. Please send questions via email to Kenneth P. LuePhang, and Jackie Ramanitrera, at kluephang@usaid.gov and jramanitrera@usaid.gov respectively. Questions may also be submitted via fax at number (234) 9-234-3761.

Any responses to questions received regarding this RFP may be furnished to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting proposals, or if the lack of such information would be prejudicial to uninformed offerors.

If you decide to submit a proposal, it must be submitted in accordance with the attached solicitation and received by the USAID/Nigeria, in Abuja, Nigeria no later than the date and time indicated above. Offerors are advised that a minimum of one week should be allowed for proposals sent by expedited courier (e.g. DHL).

Technical Proposals (Original and 7 copies) and Cost proposal (Original and 3 copies) shall be submitted via courier to:

Mr. Kenneth P. LuePhang
USAID/Nigeria
Metro Plaza
Plot 992, Zakariya Maimalari Street
Central Business District, P.M.B. 519, Garki
Abuja, NIGERIA

Note: Delivery to the post office or air courier representative does not constitute meeting the statutory requirement that proposals are received timely at the designated office. For purposes of recording the official receipt of proposals, the date/time stamp by the Contracting Office at USAID/Nigeria will govern.

Your technical and cost proposals should be submitted in accordance with instructions set forth in the solicitation and shall be submitted in sealed, separate envelopes, marked clearly RFP No. 620-05-003 “Technical Proposal” and RFP No. 620-05-003 “Cost/Business Proposal”.

Issuance of this solicitation does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for any costs incurred in the preparation or submission of a proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government.

Sincerely,

Kenneth P. LuePhang
Contracting Officer
USAID/Nigeria

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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://arnet.gov/far/>

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2. CONTRACT NUMBER TBD	3. SOLICITATION NUMBER 620-05-003	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED January 05, 2005	6. REQUISITION/PURCHASE NUMBER
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7. ISSUED BY CONTRACTING OFFICE USAID/NIGERIA METRO PLAZA, 3RD FLOOR ZAKARIA MAIMALARI STREET, CBD PMB 519, GARKI, ABUJA, NIGERIA	CODE	8. ADDRESS OFFER TO (If other than Item 7)
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and SEVEN 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 7 until 2:00 P.M. local time 02/15/05
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME JACKIE RAMANITRERA	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. (234) 9-234-3048 2108	C. E-MAIL ADDRESS jramanitrera@usaid.gov
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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 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 (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this Performance Based Contract is to implement the USAID/Nigeria five year “Maximizing Agricultural Revenue and Key Enterprises in Targeted Sites” (MARKETS) activity. MARKETS shall implement an integrated program of activities and interventions to improve livelihoods in selected areas in support of USAID/Nigeria SO12 and Intermediate Results (IRs) 12.1, 12.2 and 12.3 to improve productivity, value-added processing and commercialization. MARKETS will include two total funding levels of: (1) \$ 24million, and (2) \$ 34 million, of which additional USAID funding for the high level may come from Agency-wide initiatives.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) completion contract, in accordance with FAR 16.306(d). For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section F in accordance with the performance standards specified in Section F.

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

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

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

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

B.4 BUDGET

The following budget sets forth in the fixed fee and the total estimated costs for reimbursement. Without the prior written approval of the Contracting Officer, the Contractor may not exceed the total estimated cost set forth in the budget hereunder.

TOTAL ESTIMATED COST	\$ _____
FIXED FEE	\$ _____
TOTAL ESTIMATED COST PLUS FIXED FEE	\$ _____

B.5 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
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[TO BE DETERMINED]

B.6 COST REIMBURSABLE

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

[END OF SECTION B]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

List of Acronyms

AGOA	African Growth and Opportunity Act
ADP	Agricultural Development Project
BDS	Business Development Services
CIDA	Canadian International Development Agency
CSP	Country Strategic Plan
DAIMINA	Developing Agri Input Markets in Nigeria
DCA	Development Credit Authority
DFID	Department for International Development
FAO	Food and Agriculture Organization
FCT	Federal Capital Territory
GDA	Global Development Alliance
GON	Government of Nigeria
IDA	International Development Association
IEHA	Initiative to End Hunger in Africa
IFAD	International Fund for Agriculture Development
IFC	International Finance Corporation
IFDC	International Fertilizer Development Center
IITA	International Institute of Tropical Agriculture
IPs	Implementing Partners
IRs	Intermediate Results
MAARD	Modified Assistance and Acquisition Request Document
MARKETS	Maximizing Agricultural Revenue and Key Enterprises in Targeted Sites
MSME	Micro, Small and Medium Enterprises
NEEDS	National Economic Empowerment and Development Strategy
RUSEP	Rural Sector Enhancement Program
SO	Strategic Objective

PERFORMANCE WORK STATEMENT, MARKETS

1.0 Introduction

USAID/Nigeria is soliciting proposals to implement the “Maximizing Agricultural Revenue and Key Enterprises in Targeted Sites” (MARKETS) activity. MARKETS has a base funding level of \$24 million dollars. It will be implemented over five years through a performance-based contract. MARKETS will expand economic opportunities in the Nigerian agricultural sector by increasing agricultural productivity, enhancing value-added processing, and increasing commercialization through private-sector led growth and development.

MARKETS will build upon previous USAID investments in agricultural development in Nigeria, working along the commodity development chain from primary producer to processor to end-users, and reaching significant numbers of agricultural households and rural enterprises. The project will transform Nigerian agriculture in selected areas from low input/low output, subsistence farming to commercially competitive agriculture. It will identify and address priority food and cash crop/non-crop systems where productivity gains will lead to significant impacts on the economy and improvements in household livelihoods of those involved in the agriculture sector. The project will support off-farm agricultural enterprises that will enhance the transformation process and generate employment.

2.0 Background

Although Nigeria is rapidly urbanizing, a majority of Nigerians still live in rural areas, and agriculture forms the basis of their livelihoods. Over the past 40 years, agriculture has declined by almost every measure – share of GDP, value of exports, productivity. Nigerian agriculture commodities are no longer competitive in regional or international markets. The economy has become reliant on oil revenues which do not directly benefit the mass of Nigeria’s citizens.

The poor performance of the agricultural sector has been caused by inconsistent policies and the use of low-input, low-output technologies. Post-harvest losses are high, appropriate processing and value adding technologies are not available, a commercial orientation is lacking and market information and linkages are weak. Given this low-resource approach and high population growth, production gains have been made by expanding the cultivated area, rather than through increased efficiency, putting the remnants of the natural resource base at risk. Farmers and entrepreneurs also lack access to critical financial services. Private sector growth is constrained by a weak enabling environment, the attrition of Nigeria’s competitiveness and marginal growth in Nigerian markets.

Stakeholder dialogue, policy analysis and assessments have identified low productivity, limited access to credit, production of low value primary products and lack of market opportunities as the four most important constraints to the revitalization of the economy. USAID will directly address these core barriers to sustainable economic growth in Nigeria, and will also support the goals and objectives of the presidential Initiative to End Hunger in Africa (IEHA), and the Agency’s agriculture and trade development strategies.

3.0. Scope

MARKETS shall implement an integrated program of activities and interventions to improve livelihoods in selected areas in support of USAID/Nigeria SO12 and Intermediate Results (IRs) 12.1, 12.2 and 12.3 to improve productivity, value-added processing and commercialization. MARKETS will include two total

funding levels of: (1) \$24 million, and (2) \$34 million, of which additional USAID funding for the \$34 million may come from Agency-wide initiatives. The project term is four years. USAID plans to award a separate contract to implement IR 12.4 “Improved Policy Environment.”

4.0 Selected Reference Documents

1. Agriculture Portfolio Assessment
2. African Growth and Opportunity Act: Export Opportunities for Nigerian Manufacturers in Textile Based Sewn Products (Part 1: Assessment and Part 2: Action Plan)
3. Animal Health Priorities
4. Assessment of Fertilizer Policy
5. Cashew Industry Action Plan
6. Cashew Sub sector Assessment
7. Constraints to Agricultural Commercialization
8. Cowpea Supply and Demand in West and Central Africa
9. Cowpea project
10. Environmental Assessment
11. Export Sector Final Project Report
12. Fadama livestock
13. Gender Assessment
14. Global Market Assessment
15. Hides and Skins Industry Action Plan
16. Hides and Skins Sub sector Assessment
17. Imported Rice Consumption and Retailing in Nigeria
18. Irrigated Rice Study Report
19. Nigeria Agri-Inputs Data
20. Nigeria Farmer-to-Farmer Program
21. Nigeria Food Security Assessment (Summary and Detailed Report)
22. Nigeria's Ag Sector Assessment
23. Northern Assessment
24. Peri-Urban Dairy Production in West Africa
25. Planting Seed Report
26. Project Assessment Report – Developing Agri-Input Markets in Nigeria (DAMINA Project)
27. Rice Economy State of the Art
28. Rice Processing in Nigeria Survey Report
29. Rice Production Systems in Nigeria
30. Rice: Report of the final Technical Workshop
31. Rice Sector Revitalization in Nigeria
32. Rice Strategy for Rice Sector Revitalization in Nigeria
33. RUSEP Assessment Report
34. Seed Sector Policy Analysis
35. Sesame Sub sector Overview
36. Shrimp and Prawns Industry Action Plan
37. Shrimp and Prawns Sub sector Assessment
38. Southern Assessment
39. West Africa Animal Disease Paper

These documents are posted on USAID/Nigeria’s website at the following address:
<http://www.usaid.gov/ng/downloads/markets/'nameofdocument.xyz>

5.0 Performance Requirements

The contractor shall design an integrated program of activities and interventions that:

- Address the problems in the Background Section and the USAID/Nigeria Country Strategic Plan, 2004-2009, Strategic Objective 12 “Improved Livelihoods in Selected Areas”;
- Provides two funding scenarios of \$24 million (base) and \$34 million (maximum);
- Directly leads to the achievement of the results in the Performance Standards in Section 6.0;
- Develop detailed activities, results framework and monitoring and evaluation plan that will achieve IR12.1, 12.2, and 12.3 in Section 7.0;
- Implements activities in the following core states: Abia, Cross River, Kano and the Federal Capital Territory (FCT)/Abuja. These states are located in distinct agro-ecological zones and have the potential to serve as “platforms” or “hubs” from which project interventions may be disseminated and linked with product markets in other states;
- Takes into account the Design Parameters in Section 8.0;
- Initiates commodity development activities in two phases.
 1. In the first year of implementation, MARKETS will implement commodity development activities in the identified commodity sectors and states, as follows:
 - Legume/cereal system, which includes both cowpea and sorghum for northern Nigeria (Kano);
 - Rice for the middle belt (FCT/Abuja);
 - Dairy for the middle belt (FCT/Abuja); and
 - Aquaculture (both marine and freshwater) for southern Nigeria (limited initially to two of the following states: Cross River, Rivers, Bayelsa, Delta and Akwa Ibom) in support of a USAID/Shell Petroleum Development Corporation (SPDC) Global Development Alliance (GDA).
 2. In subsequent years of implementation, MARKETS may extend the initial development activities to adjacent states. In addition, MARKETS will propose additional commodity development activities, based on a thorough analysis which provides a set of options based on resources expended and impacts reached. The key criteria shall include: potential for generating domestic and export earnings; employment generation; maximizing SO level and IR level targets; selected states; integration with USAID and other projects; leveraging of funding from private sector, donor and other partners; support of GON initiatives and priorities; and demonstrated private sector and other stakeholders involvement.

6.0 Performance Standards

MARKETS will achieve the following cumulative targets by the end of the project term with a \$24 million funding level:

1. Number of clients networked* into the project:	500,000
2. Number of new jobs created:	100,000
3. Amount of revenue generated:	\$200 million
4. Amount of fertilizer sold by the private sector:	2.5 million tons
5. Financing leveraged for farmers and agro-processors:	\$30 million
6. Increased productivity of selected commodities:	100%
7. Volume of bulk commodities processed into value-added products:	30%

*Please note that term “networked” refers to clients (small-scale farmers, micro-entrepreneurs, traders and others involved in the commodity chain in the selected/target states) assisted by the project either directly or linked to the project by a single degree of separation. For example “networked” clients include those trained directly or by a recipient of direct training.

7.0 SO12 Results Framework

Nigerian farmers and entrepreneurs must be assisted to increase their productivity, diversify their output as a risk-management strategy, add value to the commodities they produce, increase their incomes, and gain better access to input and output markets through the private sector. The approach must be environmentally sustainable, so as to counter the disastrous effects on soil fertility, land degradation, and biodiversity that population growth is having in rural areas. Under the current USAID program, Nigeria’s farmers have already demonstrated their capacity to take advantage of new technologies and information to increase their production, productivity and incomes. To leverage greater impact and reach a larger number of beneficiaries under the new strategy, SO12 will employ a commodity chain approach, identifying selected commodities and product chains that can benefit from proven technological packages, increased value added through storage and processing, and significant commercialization backed up by policy reform to make these changes possible.

Indicators:

1. Income from selected commodities and products
2. Job creation
3. Wealth/Investment Index

IR 12.1: Increased Productivity of Selected Commodities and Products

This IR will focus on improvements in the productivity of land, labor, and capital used to produce selected commodities originating in rural areas. Yield enhancements are the essential ingredient of increased productivity and competitiveness gains, and are most effective when accomplished synergistically together. Key elements of improved agricultural technology include the development of new crop varieties; increased availability of selected fertilizers and other inputs through the private sector to maximize the potential of improved varieties; and, the adoption of improved agronomic practices developed through adaptive agricultural research.

Illustrative activities:

- Technical assistance to private sector input suppliers;
- Adaptive research and dissemination of sustainable practices;
- Rapid dissemination of improved crop, livestock, aquaculture and forestry technologies;
- Capacity-building for selected research organizations, especially those involved in the application of biotechnology to improve agricultural productivity.

Indicators:

1. Productivity of selected commodities/ products
2. Area under sustainable management

IR 12.2: Increased Value-Added of Selected Commodities and Products

Developing more productive enterprises that also add value to and diversify the product chain is essential to increasing incomes and reducing risk. Rural enterprises include farm enterprises, but they also comprise agribusinesses involved in input delivery, processing, storage, industrial transformation and other pathways by which value may be added to basic commodities and products. Non-agricultural enterprises such as micro, small and medium-scale manufacturing firms or service providers will also be assisted to acquire and apply improved technical and management skills and to access a wider range of financial services under this IR. The development of rural enterprises increases rural employment and income, helping to reduce poverty.

Illustrative activities:

- Improved milling and processing technologies for selected crops;
- Business development training and technical assistance;
- Expanded financial service availability for micro, small and medium enterprises.

Indicators:

1. Volume of value-added commodities/ products
2. Value of value-added commodities/ products
3. Credit provided

IR 12.3: Increased Commercialization of Selected Commodities and Products

Nigeria's rural producers are subsistence-based and lack a market orientation. This is a function of poor market information, limited market access, and negligible use of appropriate agricultural technologies. When farmers do sell their products, their need for cash is usually immediate and they are rarely able to hold their produce for more favorable market conditions. The quality of their produce is often poor, and many farmers do not participate in organizations such as producers' associations that can function as intermediaries for market information, market linkages, and economies of scale. An increased orientation to the market will assist producers to identify the most profitable market opportunities for their commodities. Increased commercialization may be manifested by produce sales rather than on-farm consumption; marketing of basic commodities or processed products in local, regional, or national markets; or exports to other countries.

Illustrative activities:

- Selected market price information system development;
- Technical support to build the capacity of producer and marketing associations;
- Research and analysis to identify high-potential products for local and international markets.

Indicators:

1. Proportion of production sold
2. Sustainable producer associations
3. Membership in producer/ marketing associations

8.0 Design Parameters

The following design parameters must be addressed in the project proposal and budget:

1. Of the program funds available, the offeror shall allocate resources as follows: 30 percent for IR12.1; 50 percent for IR12.2; and, 20 percent for IR12.3;
2. The following **minimum** funding, which is part of the MARKETS total budget, must be earmarked for the following activities:
 - \$818,000 for dairy development, which has no particular restrictions for partners or sub-partner implementing organizations;
 - \$1,500,000 for aquaculture in support of the USAID/SPDC Global Development Alliance;
3. Identify potential synergies with other USAID/Nigeria SOs, democracy and governance, social sector, and HIV/AIDS, in the Mission's portfolio;
4. Minimum of 15% of MARKETS total project funds will be used to establish a mechanism to cover a range of opportunities, including 1) capacity for donors to contribute to special projects, 2) a grants and sub-contracts component for working with local partner organizations (NGOs, consulting firms, research and training institutions or organizations, private sector associations, etc.) and 3) delivering highly specialized assistance (for example providing investment analyses of large (i.e., greater than \$1 million) agro-enterprise projects). This mechanism could involve "deal makers" who facilitate financing, assist in project design, identify investment partners and package a large agro-industrial enterprise which could build upon the efforts undertaken on a small-scale through MARKETS or other activities, and link farmers and intermediate processors with larger-scale agro-industries;
5. Address Mission cross-cutting issues, including gender, food security, environment, transparency and accountability, HIV/AIDS and conflict mitigation in both their technical and management approach. The contractor must make every attempt to promote gender balance and ethnic diversity in project staffing as well as proposing strategies to ensure the participation of women as full beneficiaries;
6. Integrate public-private partnerships, including Global Development Alliances, (GDAs) to enhance development impact;
7. Develop activities that leverage private sector funding including the Development Credit Authority (DCA). USAID intends to explore the use of DCA for establishing enterprises in rice, cassava and aquaculture in support of MARKETS.
8. Propose specific activities to benefit from the African Growth and Opportunity Act (AGOA), in particular, activities, such as cotton and textile trade linkages that improve the competitiveness of manufactured goods;
9. Utilize best practices and international experience. Adaptation and application to the Nigerian context are expected to lead to state-of-the-art interventions that can be replicated by GON and other donors;
10. Develop activities and interventions that will be sustainable after the life of the project.
11. Develop Performance Standards for the \$34 million funding level.

[END OF SECTION C]

Annex 1: Performance Management Plan for SO12: Improved Livelihoods in Selected Areas

PERFORMANCE INDICATOR	INDICATOR DEFINITION AND UNIT OF MEASUREMENT	DATA SOURCE	METHOD/ APPROACH OF DATA COLLECTION OR CALCULATION	DATA ACQUISITION BY MISSION		ANALYSIS, USE AND REPORTING	
				SCHEDULE/ FREQUENCY	BY WHOM (PERSON/ TEAM)	SCHEDULE/ FREQUENCY	BY WHOM (PERSON/ TEAM)
Strategic Objective 12: Improved Livelihoods in Selected Areas							
1. Income from selected commodities and products	Definition: Increases in cash income generated from sales of selected agricultural and natural resource commodities and products Unit of Measurement: Annual percentage and/or dollar amount	Implementing partners	Sample survey Records maintained by beneficiaries	Annually	Performance Monitoring Specialist, CTOs, M&E contractor	Annually	Performance Monitoring Specialist, CTOs
2. Job creation	Definition: New, permanent jobs created in assisted enterprises Unit of Measurement: Number , disaggregated by sex	Implementing partners	Records of assisted firms Survey	Annually	Performance Monitoring Specialist, CTOs, M&E contractor	Annually	Performance Monitoring Specialist, CTOs
3. Wealth/investment Index	Definition: Aggregate value of the numerical score derived from purchase price(when new) of a basket of consumer durable goods/assets Unit of Measurement: Numerical value	Implementing partners	Sample survey	Annually	Performance Monitoring Specialist, CTOs, M&E contractor	Annually	Performance Monitoring Specialist, CTOs
IR 12.1: Increased productivity of selected commodities and products							
1. Productivity of selected commodities/ products	Definition: Yield per hectare or per animal of selected food and cash crops and dairy products Unit of Measurement: Metric ton,	Implementing partners	Sample survey Records maintained by beneficiaries	Annually	CTO	Annually	CTO

PERFORMANCE INDICATOR	INDICATOR DEFINITION AND UNIT OF MEASUREMENT	DATA SOURCE	METHOD/ APPROACH OF DATA COLLECTION OR CALCULATION	DATA ACQUISITION BY MISSION		ANALYSIS, USE AND REPORTING	
				SCHEDULE/ FREQUENCY	BY WHOM (PERSON/ TEAM)	SCHEDULE/ FREQUENCY	BY WHOM (PERSON/ TEAM)
	kilogram or liter, disaggregated by item, state and sex of producer						
2. Area under sustainable management	<p>Definition: Land farmed using at least one sustainable practice (e.g., intercropping, crop rotation, strip farming, etc.) and forest land in conservation or protected status.</p> <p>Unit of Measurement: Hectares, disaggregated by agricultural vs. forest land</p>	Implementing partners	Sample survey Quarterly reports	Annually	CTO	Annually	CTO
IR12.2: Increased value-added of selected commodities and products							
1. Volume of value-added commodities/ products	<p>Definition: The quantity of value-added commodities/products generated within targeted areas (cf. cassava starch, cowpea flour, yogurt, packaged honey, branded rice)</p> <p>Unit of Measurement: Metric ton, kilogram or liter, disaggregated by state and sex of processor</p>	Implementing partners	Sample survey Records maintained by enterprises	Annually	CTO	Annually	CTO
2. Value of value-added commodities/ products	<p>Definition: Income generated from sales of selected value-added products.</p> <p>Unit of Measurement: Dollars, disaggregated by commodity/product and state.</p>	Implementing partners	Sample survey Records kept by enterprises	Annually	CTO	Annually	CTO
3. Credit provided	<p>Definition: Aggregate value of loans disbursed by assisted financial institutions</p>	Implementing partner	Financial institution records	Quarterly	CTO	Annually	CTO

PERFORMANCE INDICATOR	INDICATOR DEFINITION AND UNIT OF MEASUREMENT	DATA SOURCE	METHOD/ APPROACH OF DATA COLLECTION OR CALCULATION	DATA ACQUISITION BY MISSION		ANALYSIS, USE AND REPORTING	
				SCHEDULE/ FREQUENCY	BY WHOM (PERSON/ TEAM)	SCHEDULE/ FREQUENCY	BY WHOM (PERSON/ TEAM)
	Unit of Measurement: Dollars, disaggregated by sector and sex of credit recipient						
IR12.3: Increased commercialization of selected commodities and products							
1. Proportion of production sold	Definition: The proportion of selected commodities sold in local or other markets compared with total production of those commodities. Sold means cash already received from sale, or stored for future sale Unit of Measurement: Percentage, disaggregated by commodity/product, sex, and state	Implementing partners	Sample survey Producer records	Annually	CTO	Annually	CTO
2. Sustainable producer associations	Definition: Associations, composed of agricultural producers, that meet specific criteria for sustainability Unit of Measurement: Number, disaggregated by state	Implementing partners	Quarterly reports	Quarterly	CTO	Annually	CTO
3. Membership in producer/ marketing associations	Definition: Farmers/producers surveyed who report membership in a marketing association compared to total number surveyed. Unit of Measurement: Number and percentage, disaggregated by sex	Implementing partners	Sample survey	Annually	CTO	Annually	CTO

PERFORMANCE INDICATOR	INDICATOR DEFINITION AND UNIT OF MEASUREMENT	DATA SOURCE	METHOD/ APPROACH OF DATA COLLECTION OR CALCULATION	DATA ACQUISITION BY MISSION		ANALYSIS, USE AND REPORTING	
				SCHEDULE/ FREQUENCY	BY WHOM (PERSON/ TEAM)	SCHEDULE/ FREQUENCY	BY WHOM (PERSON/ TEAM)
IR12.4: Improved policy environment							
1. Milestones achieved on policy agenda menu	<p>Definition: Significant policy achievements in selected sectors. Milestones may include civil society participation in policy process; legislation drafted or passed; reforms policy adopted.</p> <p>Unit of Measurement: Cumulative number</p>	Implementing partner	IP quarterly and special reports	Quarterly	CTO	Annually	CTO
2. Capacity improvements in key institutions	<p>Definition: Numerical index of structural transformations and improved processes in key GON institutions – definition to be refined</p> <p>Unit of measurement: Index score</p>						

Annex 2. Illustrative List of Other Donor Projects in Agriculture

There are several donor agencies providing various levels and types of assistance in the Nigerian agriculture section. The following is an illustrative list of a few activities.

Canadian International Development Agency (CIDA): In Borno state, CIDA has several programs including Promoting Sustainable Agriculture in Borno State (PROSAB), Borno State Arid Lands Collaborative Management Project and Desertification Preparatory Project. CIDA is also collaborating with other donors in several areas including agriculture policy, assessment of community banks and development of a user-friendly database containing an inventory of existing and planned agriculture-related initiatives of all donor organizations.

The International Development Association (IDA) and the International Finance Corporation (IFC): IDA and IFC have jointly developed the Micro, Small and Medium Enterprise Development Pilot Program in Africa designed to respond to the need to accelerate private sector growth in Africa by focusing on micro and small and medium scale enterprises' (MSMEs). Nigeria is the first country where this Program is being piloted with a budget of \$32 million over 3-years. The project will focus in three target states, Abia, Kaduna and Lagos and will include the following components (i) improving the investment climate, particularly by simplifying the firm registration process and improving the efficiency of the commercial dispute resolution system; (ii) expanding MSMEs' access to financial services by establishing one or more commercial microfinance institutions and providing capacity building to financial institutions; and (iii) expanding MSMEs' access to demand-driven business development services (BDS).

World Bank: Over the past three years the Bank has been designing a follow-on activity to its earlier irrigated agriculture project, Fadama I, which emphasized dry-season cultivation on flood plains and land watered by shallow aquifers. Fadama II will address the rights and interests of all users of Fadama land, including farmers, herders, and fisher folk. The objective is to sustainably increase the incomes of Fadama users.

Food and Agriculture Organization (FAO): In collaboration with the GON, the FAO is implementing a Special Program for Food Security (SPFS) in 109 sites, three in each State and on in the FCT. The program is implemented through the State-level, public-sector Agricultural Development Program (ADP). The SPFS is a \$45 million project.

International Fund for Agricultural Development (IFAD) is funding the Root and Tuber Expansion Program, i.e. yams and cassava in selected states. The program serves as testing ground for IFAD commodity-based approach for poverty alleviation. The project seeks to increase production of cassava, yam and Irish potatoes; adopt improved technology for processing and storage and provide education for marketing. About 3.2 million farming households selected from 18 of the southern and middle-belt states are participating. Total estimated cost is USD\$36.1 million.

Department for International Development (DfID): DfID will embark on a new program in 2004 entitled, "Promoting Pro-Poor Opportunities through Commodity and Service Markets" (PrOpCom). The six-year program will accelerate growth in agriculture and associated sectors, improving livelihoods and employment opportunities for the poor. The budget proposed is £17.5 million. The main outputs of the program will be to provide an enabling environment for greater private investment in the agricultural sector, support business development and functioning input and commodity markets. DfID will also collaborate with the Canadian International Development Agency (CIDA) to support agricultural policy reform.

Annex 3: Current USAID Programs

SO12 supports a number of ongoing activities to smooth the transition from the former Strategic Objective 2, *Strengthened Institutional Capacity for Economic Reform and Enhanced Capacity to Revive Agricultural Growth*, to the new SO12, *Improved Livelihoods in Selected Areas*. The following ongoing activities are pertinent to the development of the MARKETS program.

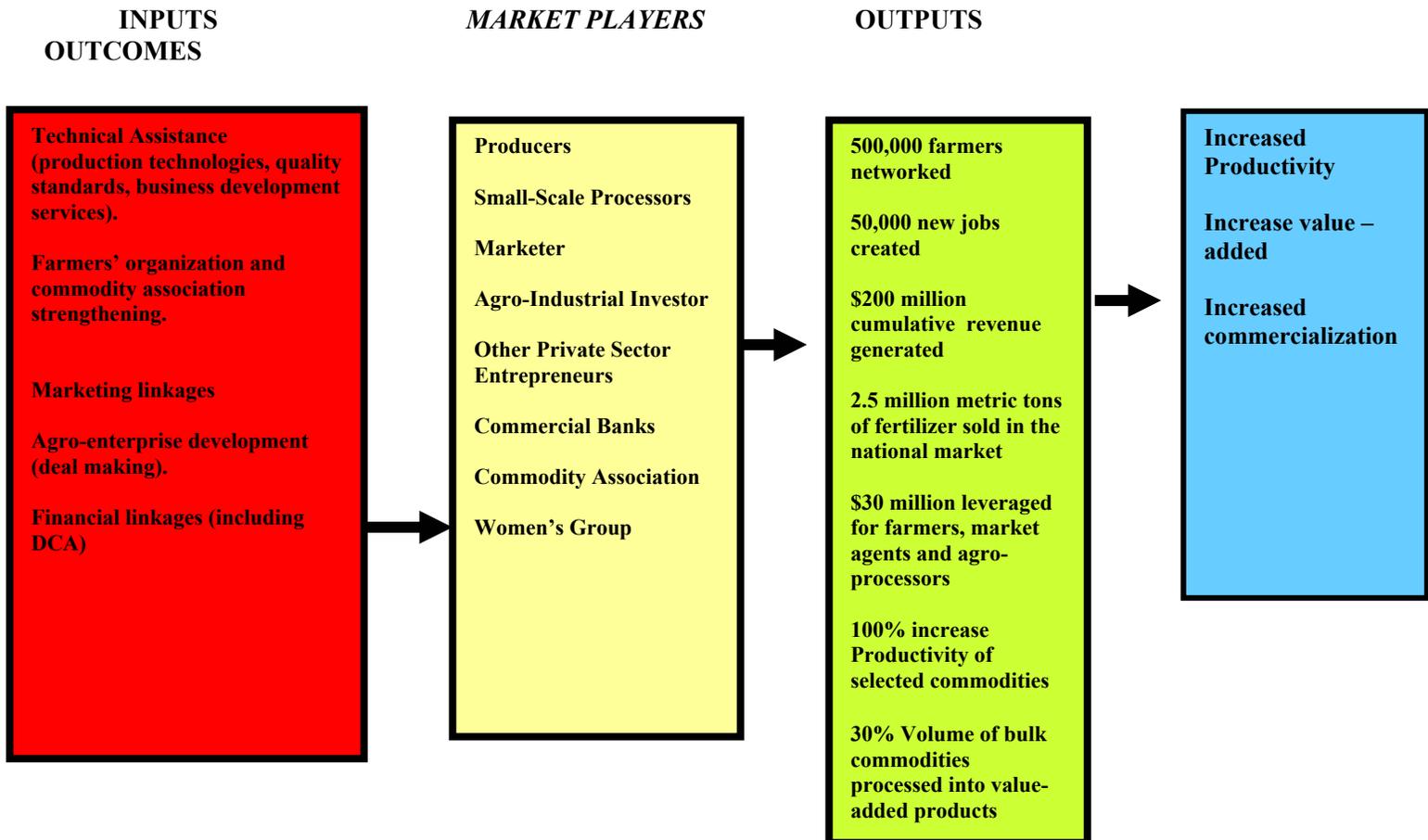
1. *USAID-Shell GDA*. The \$20 million USAID-Shell Petroleum Development Company (SPDC) Partnership Agreement for Nigeria is one of the largest country-specific agreements under USAID's Global Development Alliance (GDA). Shell will contribute \$15 million over the next five years and USAID will contribute \$5 million. The USAID/Shell partnership will include cassava enterprise development program (CEDP); the prevention of malaria; and supporting aquaculture including the exportation of shrimp.
 2. *The Cassava Enterprise Development Project (CEDP)*. CEDP is the first program initiated under the USAID-Shell GDA and implemented by IITA. It is working in eleven states in the South-South and the South-East zones. Program elements address sustainable and competitive cassava production, processing, marketing and agro-enterprise development in selected communities. The Project includes three activities; 1) reduce the impact of the Cassava Mosaic Diseases, 2) increase the productivity of cassava, and 3) develop and expand post-harvest processing and marketing outlets for cassava products.
- In a related but separate program, the U.S. organization Citizens International, in collaboration with the government of Akwa Ibom state in the South South, is implementing a cassava competitiveness development program. The project was launched in April 2004.
3. *Crop-Livestock Development*. Also implemented by Citizens International and launched in April 2004, this project will foster the development of a competitive livestock sector in Bauchi state.
 3. *Biotechnology*. IITA has undertaken biotechnology research on food crops in collaboration with key Nigerian universities and research institutions. The research will improve the yields of selected crops, including cowpea and cassava, and will enhance the capacity of members of Nigeria's bio-safety committee to make informed decisions on testing and commercializing bio-engineered crops.
 4. *Sustainable Practices in Agriculture for Critical Environments (SPACE)*. This activity will introduce sustainable approaches to agricultural production systems that will enhance the productivity of existing cultivatable land that depend on long fallow periods for regeneration with a view to reducing the incentive for further expansion into critical habitats. The project is focused in Cross River State and will end in 2008.
 5. *Promoting Improved Sustainable Microfinance Services (PRISMS)*. This new activity will increase financial flows to targeted areas that result in increased rural incomes, expanded micro, small and medium enterprise (MSME) activity, and in strengthened and sustainable policy and institutional frameworks for financial activity, particularly at the microfinance level. The MARKETS program will work closely with this project, which ends 2006.
 6. *Strategic Seed Reserve for Household Food Security (Planting Seed Reserves)*. IITA is working in Kano, Kaduna, and Jigawa States and the FCT to address the problem of low yields due to conditions of limited rainfall in northern Nigeria. The project was designed to ensure sufficient seed multiplication and distribution of improved early maturing varieties of millet, sorghum and cowpea. To date, the project has trained 939 farmers and produced 765 MT of improved variety of cowpeas, and has increased net income by nearly \$600 per hectare and tripled yields in Kano. The project will be extended through 2005.
 7. *Dairy Initiative*. Land-of-Lakes has been awarded \$500,000 by USAID/Washington for dairy development in Nigeria. In addition, the International Livestock Research Institute (ILRI) was provided with funding from USAID/Washington to improve dairy development in West Africa, including a peri-urban dairy project based in

FCT/Abuja. Offerors should propose a dairy activity that would build on the latter two activities within the Federal Capital Territory. SO12 has an additional \$818,000 in funding earmarked for dairy development.

8. Budgetary Process and Debt Management. This activity is strengthening the GON's ability to manage domestic debt through technical assistance provided by a long-term Resident Advisor through an Interagency Agreement with the Department of Treasury. The project will continue through 2006.

9. Budget Process Support (BPS) Project. The objective is to strengthen the institutional capacity of the target organizations through the provision of long and short-term technical assistance, in-country training, and procurement and installation of computers and appropriate software. The expected result is the enhanced capacity of the target organizations to develop, implement, coordinate, and monitor the national budgetary process. The project will end in 2005.

Annex 4:
MARKETS MODEL



Annex 5: Detailed Background

BACKGROUND AND PROBLEMS TO BE ADDRESSED BY MARKETS

Basic Trends in Agriculture and Poverty Reduction

An estimated 90 million Nigerians – 70 percent of the population – live in poverty on less than \$1 per day. Many of the poor live in rural areas and depend on agriculture for all or part of their livelihoods. Although the agricultural sector generates about 40 percent of the gross domestic product (GDP), it accounts for only 5 percent of Nigerian exports, a decline from over 90 percent prior to the discovery of oil, and incomes and productivity rates in rural areas are low and stagnant. Given the potential of agriculture as an engine for growth, the problem of low agricultural productivity must be addressed as a key strategy to increase incomes and improve the quality of life for the rapidly expanding population that is engaged in farming and off-farm employment in rural areas.

Although petroleum currently generates the bulk of export earnings, Nigeria's biggest employer is the agriculture sector, and more than half of all Nigerians still live in rural areas and farm for a living. Agriculture provides a precarious livelihood, marked by declining productivity, environmental degradation, limited use of yield-enhancing inputs, and poor market linkages. Indeed, micro and small enterprises (including agricultural enterprises) are estimated to account for somewhere between 40 and 70 percent of Nigeria's GDP.ⁱ These enterprises operate in an environment that provides them with virtually no policy support, coordination and planning, or access to financial services and products.

Nigeria has six agro-climatic zones (saline water swamp, fresh water swamp, tropical (high) evergreen forest, Guinea savanna, Sudan savanna, and Sahel savannah) and each zone presents its own unique opportunities and challenges. Poverty is more pervasive in the northern parts of the country. Coupled with poverty, desert encroachment also contributes to the threat of food insecurity in the North. There is no single solution for these diverse agroecological zones; each area must be addressed with a unique package of interventions. Priority commodities to be addressed may include food staples as well as commercial crops for domestic and international markets. Value-added processing will improve the returns to agriculture and increase off-farm employment.

Nigeria has a strong underlying potential in agriculture with under-utilized cultivable land, ecological zones that support the production of a wide variety of crops, extensive coastal waters, major lakes and rivers to sustain fisheries, and a large population of livestock. Recent modest growth in agricultural production has come from increasing the cropped area rather than from productivity gains. Given seasonal labor shortages and lack of farm mechanization there is a limit on how much additional land could be placed in cultivation. Furthermore, attempts to expand the area of cultivation can lead to the destruction of tropical forests with ensuing disastrous ecological consequences.

Low productivity, unsustainable resource exploitation, and lack of competitiveness are the key problems in the agricultural sector that Nigeria must address in order to sustain a rate of economic growth that will permit reductions in poverty. Nigeria's agriculture sector needs to increase productivity, adopt a more commercial orientation, add value to primary agricultural commodities, and expand market access for commodities produced.

Constraints to Enhanced Productivity and Transformation

A number of constraints inhibit productivity and the transformation of agriculture to a commercially-oriented engine of growth in Nigeria, operating at farm, institutional, and policy levels. On the farm, utilization of yield-enhancing inputs such as fertilizers, seeds, and agro-chemicals is inadequate. Current fertilizer use is estimated at 7 kg per hectare, against a world average of 100 kg per hectare and a sub-Saharan African average of 10 kg per hectare. Farmers face a recurrent problem of not having access to inputs in a timely fashion. Farmers use current production of grains as their source of seed for the next planting season.

Farmers also lack information on the appropriate use of inputs and other technologies that would increase output at the farm level. Only a very small number of agricultural households receive technical assistance and marketing advice. The

public sector agencies established to assist farmers through agricultural extension are weak and lack both the expertise and resources to be change agents for farmer households. Although there has been some improvement in credit availability in the last several years, an estimated 90 percent of rural dwellers lack access to credit, including microfinance.

The private sector at all levels – micro, small and medium enterprises – lacks the institutional capacity to support either input or output transactions in the agricultural sector. Market linkages are weak and the flow of market information is poor. Rural and urban enterprises of all sizes lack the required business skills and technical knowledge to assume the delivery of technology and inputs such as market information, seeds, and fertilizer that are needed to boost productivity and sales. Farmers lack the skill to form organizations that will provide adequate negotiating power in the marketing system.

The agricultural sector also faces policy constraints that have negatively impacted the terms of trade for agricultural commodities. The GON has not given priority to the agricultural sector; the dominance of petroleum exports has caused distortions, such as periodic overvaluation of the currency, that have negative impacts on the competitiveness of Nigerian agricultural products in world markets. Fertilizer and pesticide regulations, labeling, grades and standards for various commodities, and quality control procedures are non-existent or not enforced. Liberalization policies are needed to stimulate domestic production and regional and international agricultural trade. Gaps and weaknesses in the policy environment, particularly with regard to greater private sector participation, remain.

Lack of competitiveness due to high costs and low quality constrains Nigerian products from gaining market share, both domestically and internationally. The challenges facing agriculture are multiple: to improve productivity of basic food staples and other crops; to stimulate emerging opportunities for value-added processing of agricultural products; to foster a more commercial orientation among rural producers; and to increase quality and competitiveness. Only in this way will agriculture regain its status as a vibrant sector that can fuel economic growth for the bulk of Nigeria's citizens. Bold action is needed, and risk-taking on the part of implementers. By increasing the income and purchasing power of farm households, demand for consumer goods increases and investment rises. Producers and agribusinesses need the capacity to absorb new technologies and expand investments. This can happen only when the market demand is setting priorities and directing the allocation of resources. Domestic, regional and international markets will need to be linked to production. These markets will provide strong competitive forces that will encourage technology adoption by producers and processors. As income generation takes place, the domestic economy and purchasing power of rural households should also grow and create new markets for products.

Government of Nigeria's Policy and Implementation Framework

The unfavorable environment facing the agricultural production and processing sectors reflects the impact of decades of military and civilian misrule. Nigeria remains one of the poorest environments for non-oil private sector investment in Africa. Policies in Nigeria have resulted in an overvalued exchange rate, corruption, macroeconomic instability and an unfavorable business climate; all of these have adversely affected the economy in general and the agricultural sector in particular. Input subsidy and credit policies have also adversely affected agricultural development.

While the democratically-elected government of President Olusegun Obasanjo, in office since 1999, has not developed a strong set of agricultural policies and programs to promote economic growth and alleviate poverty, recent developments provide a basis for cautious optimism. In March 2004 the GON circulated the draft of a National Economic Empowerment and Development Strategy (NEEDS), and invited the input of the private sector, civil society, academic community and international donors, leading to a revised document that was presented in May 2004. NEEDS is Nigeria's home-grown poverty reduction strategy and encompasses goals of wealth creation, employment generation, poverty reduction, and value reorientation. NEEDS recognizes that overall economic growth is critically dependent on agriculture and identifies explicit policies and strategies to address the sector's crucial role.

For complete details, please visit their website <http://www.nigerianeconomy.com/needs.htm>

USAID's Country Strategic Plan (CSP) 2004-2009

USAID/Nigeria devoted a full year to developing its CSP to support Nigeria's political, social and economic development. USAID's program goal, to support Nigeria in achieving a more transparent and participatory democracy with a healthier and better-educated population in a growing and diversified economy, is supported by four integrated, synergistically-linked strategic objectives:

- SO11, Strengthened Foundations for Democratic Governance;
- SO12, Improved Livelihoods in Selected Areas;
- SO13, Increased Use of Social Sector Services;
- SO14, Reduced Impact of HIV/AIDS in Selected States.

The CSP directly supports the Presidential Initiative to End Hunger in Africa (IEHA) and the Agency's agriculture and trade development strategies, and is fully aligned with NEEDS. The MARKETS program will contribute to the achievement of results under SO12, including increased productivity and competitiveness, processing and marketing, private sector development, and an improved enabling policy environment. Success in achieving the Strategic Objective (SO) will be measured by increases in volume and value of selected commodities and products and the revenues and income that they generate. Increases in income and reduction of poverty in the areas to be selected for SO12 interventions will improve prospects for achievement of results under the other three strategic objectives.

The CSP identifies seven cross cutting themes that contribute to synergy and integration across the portfolio and that must also be addressed by the MARKETS program. These are food security, gender, conflict, environment, HIV/AIDS, transparency, and partnerships. These themes are intimately linked to increasing agricultural productivity and commercializing agriculture. Food security in Northern Nigeria is a looming problem and is compounded by the advance of the Sahara desert at the rate of half a kilometer a year. Women provide the bulk of agricultural labor; the returns to their labor are low and their livelihoods are precarious. Increased productivity and value-added transformation is critically dependent on strategies to engage the full participation of women at all steps along the commodity chain. Conflict destroys lives and property and poses a direct threat to food security in affected areas. HIV/AIDS is a growing menace; an estimated 4 million Nigerians are living with the virus, the third-largest population of infected people in the world. The disease burden has dire implications for agricultural production and productivity, and has already created one million orphans. The level of corruption in Nigeria is reported to be one of the highest in the world. This fact weighs heavily on a society seeking to be competitive in the world economy. Finally, Nigeria's population of 135 million is the largest in Africa, and even with oil revenues resources are not sufficient to address the country's enormous development needs. Every effort to form partnerships to leverage the impact of USAID funds through programs such as Global Development Alliance (GDA), public-private partnerships, other donors and partners will be needed.

The new SO12 program will learn from and build on USAID's previous interventions in agriculture in Nigeria. MARKETS will play a key role in achieving SO12 results by expanding economic opportunities in regions where agricultural productivity and transformation can occur and possibly regional and international trade can take place. Activities will be centered in 4 key states Kano, Abia, Cross River (CRS), and the Federal Capital Territory (FCT)/Abuja of which Abia, FCT/Abuja and Kano are envisioned as the "hubs" from which technologies and market opportunities may be extended to adjacent states.

For the full CSP please refer to USAID/Nigeria's website at <http://www.usaid.gov/ng/>

USAID Investments in the Agricultural Sector

USAID/Nigeria's SO12 program will build on its previous interventions in the agricultural sector under the 1999-2003 Transition Strategy. The mission funded a number of small projects in different areas of the country that provide important first steps and lessons learned that bidders on the MARKETS program should consider in developing their proposals.

RUSEP

The Rural Sector Enhancement Project (RUSEP) was implemented from July 2001 through March 2004 as a pilot program in four states: Oyo, Katsina, Kano, and Adamawa. The project brought together public and private sector groups in an integrated approach to agricultural development. The lead organization was the International Institute for Tropical Agriculture (IITA), in collaboration with the State government Agricultural Development Programs (ADPs), Winrock International, and local NGOs. RUSEP aimed to organize farmers into producers' associations to effect economies of scale in fertilizer procurement and seed purchase. Farmers' groups and private sector input providers were linked together to improve the coordination of input sales. Participating farmers were linked to sources of commercial credit and were also provided with training in group settings with flexible timing. RUSEP had some success in increasing productivity and incomes of participants, but the documentary evidence for these successes is weak and the marketing and market information components of the program were neither strong nor sustainable. Please refer to the final evaluation of the RUSEP program on the USAID website for further details and a description of the RUSEP model.

DAIMINA

The USAID-funded Developing Agri-Input Markets in Nigeria (DAIMINA) project works in four states: Bauchi, FCT, Kano, and Oyo and is implemented by the International Fertilizer Development Center (IFDC). The project addresses the low level of use of improved inputs by farmer. Highlights of the project include: trained 385 private agro-input dealers in 35 rural markets; established state and national level agro-input dealer and manufacturing associations; implemented a directed voucher program as an alternative to the GON's fertilizer subsidy distribution program; and, drafted fertilizer and seed quality legislation. Private supply of fertilizer was increased by 50% over the term of the project. Selected input suppliers who received technical assistance through DAIMINA may be poised to act as higher level brokers. The project has been extended to December 2004. Because of the critical importance of fertilizer and other crop production inputs to increasing agricultural productivity, it will be necessary for MARKETS to continue the efforts begun under DAMINA to increase private sector marketing of fertilizer and other agricultural inputs.

Gum Arabic Model

The gum arabic program, implemented between January 2002 and March 2003, took a narrow focus on a product, which has been exported by Nigeria in the past; in recent years Nigeria has lost world market share. The project began with assessing the requirements of the end-user market and then assisted Nigerian traders and producers to improve product quality and set standards. Nigeria successfully relaunched gum arabic exports to the U.S. in 2003. The project also facilitated the development of an association, the National Association of Gum Arabic Producers, Processors and Exporters of Nigeria (NAGAPPEN).

SECTION D - PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

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

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

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

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

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	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/Nigeria
Metro Plaza, 3rd Floor
Plot 992, Zakaria Maimalari Street,
Central Area
PMB 519, Garki,
Abuja

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.

[END OF SECTION E]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989

F.2 DELIVERY SCHEDULE

[to be filled in at the award time]

F.3 PERIOD OF PERFORMANCE

The period of performance for this contract is (date) through (date).

F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C, Tangible Results 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.5 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:

[to be filled in at the award time]

F.6 PROGRESS REPORTING REQUIREMENTS

[to be filled in at the award time]

F.7 KEY PERSONNEL

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

Name	Title
TBD	TBD

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.8 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
8403 Colesville Road, Suite 210
Silver Spring, MD 20910
Fax: (301) 588-7787
Email: docsubmit@dec.cdie.org
<http://www.dec.org>

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

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

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

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

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

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

BY: _____

TITLE: _____

DATE: _____

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering,

and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

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

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

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

Contracting Office
USAID/Nigeria
Metro Plaza, 3rd Floor
Plot 992, Zakaria Maimalari Street,
Central Area
PMB 519, Garki, Abuja

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer is TBD at:

USAID/Nigeria
Metro Plaza, 3rd Floor
Plot 992, Zakaria Maimalari Street,
Central Area
PMB 519, Garki, Abuja

Telephone: (234) 9-234-3048

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

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

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

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

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

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

(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, and 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.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
	AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990

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

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

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

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

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

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items,
- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

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

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

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

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

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

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Cognizant Technical Officer (CTO). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

(2) Upon contract completion, the contractor shall submit to DEC an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements.

(1) Distribution.

(i) At the same time submission is made to the CTO, the contractor shall submit, one copy each, of contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in either electronic (preferred) or paper form to one of the following: (A) via E-mail: docsubmit@dec.cdie.org; (B) Via U.S. Postal Services: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA; (C) Via Fax: (301) 588-7787; or (D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

(ii) The contractor shall submit the reports index referenced in paragraph (a)(2) of this clause and any reports index referenced in paragraph (a)(1) of this clause that have not been previously submitted to DEC, within 30 days after completion of the contract to the address cited in paragraph (b)(1)(i) of this clause.

(2) Format. (i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective

or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(ii) The report in paper form shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the paper copy.

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, and Portable Document Format (PDF). Submission in PDF is encouraged.

(v) The electronic document submission shall include the following descriptive information:

(A) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0.

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

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

H.5 FAR 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.

(End of clause)

H.6 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:
Diane Proctor
(703) 354-1616

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

Applicants should request coverage in accordance with USAID Contract No. REE-Q-00-03-00090.

(b) Pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services, it is the Contractor's responsibility to provide medical evacuation coverage for contractor employees. The State Department website provides possible sources from which you may obtain coverage. USAID does not endorse any of the listed sources. Medical evacuation costs are allowable as a direct cost.

H.7 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 935.

H.8 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

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

[to be filled in at award time]

H.9 LOGISTIC SUPPORT

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

H.10 LANGUAGE REQUIREMENTS

Contractor personnel and/or consultant shall have English language proficiency to perform technical services.

H.11 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 to the maximum ES-6 salary, if compensation is not calculated on an annual basis), as amended from time to time, unless the Contracting Officer approves a higher amount in accordance with the Agency policy and procedures in ADS 302 "USAID Direct Contracting."

(b) Salaries During Travel

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

(c) Return of Overseas Employees

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

(d) Annual Salary Increases

One annual salary increase not more than _____ (COLA, %, or Company Policy) (includes promotional increase) may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary 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.

(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 Contractor must retain any approvals issued pursuant to sections (a) through (f) above 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.3 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) Compensation of Cooperating Country and Third Country Nationals (CCNs/TCNs):

Consistent with AIDAR 722.170(b), it is the policy of USAID/Nigeria that all TCN/CCNs who are hired as local employees and whose salaries are 100% financed under an acquisition instrument be compensated in Nigerian Nairas, unless a Mission waiver has been obtained permitting compensation in dollars. Employee agreements or contracts entered into by contractors and CCN/TCNs must reflect a fixed annual or monthly salary, dominated in Nigerian Nairas with a provision for annual salary increases that have been approved by the Contracting Officer through negotiations.

(i) Definitions

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

(END-OF-CLAUSE)

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

The Contractor's subcontracting plan dated TBD 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

A copy shall also be forwarded to the Administrative Contracting Office listed in Section G.2.

H.13 EXECUTIVE ORDER ON TERRORISM FINANCING

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

H.14 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES

Funds in this contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences [<http://www.info.usaid.gov/pubs/ads/300/refindx3.htm>] or as approved by the CO.

H.15 IMPLEMENTATION OF SECTION 579, 2003 APPROPRIATION ACT- REPORTING OF FOREIGN TAXES

- (a) Final and Interim Reports. The contractor must annually submit two reports:
 - (i) an interim report by November 17; and
 - (ii) a final report by April 16 of the next year.
- (b) Contents of Report. The reports must contain:
 - (i) Contractor name.
 - (ii) Contact name with phone, fax and email.

- (iii) Contract number(s).
 - (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
 - (vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the recipient through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31.
 - (vii) The final report is an updated cumulative report of the interim report.
 - (viii) Reports are required even if the contractor did not pay any taxes during the report period.
 - (ix) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause:
- (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (ii) "Commodity" means any material, article, supply, goods, or equipment.
 - (iii) "Foreign government" includes any foreign governmental entity.
 - (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to: The Controller, USAID/Nigeria, Plot 992, Zakaria Maimalari Street, Central Area, P.M.B. 519, Garki, Abuja, Nigeria.
- (e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.
- (f) For further information see <http://www.state.gov/m/rm/c10443.htm> .”

H.16 ENVIRONMENTAL CLAUSE

In accordance with USG and USAID environmental provisions, the following conditions shall apply to the implementation of the agriculture development activities under the subject RFP, and will be incorporated as provisions in the final contract:

- (a) For activities involving improved milling and processing technologies for selected crops, the condition that action is taken to prevent environmental damage effluent disposal by conducting training and information dissemination on proper disposal of wastes;
- (b) For activities related to enhancing market systems, the condition that action is taken to conduct internal analysis/review of potential environmental impacts and mitigation measures from increased production, harvesting and/or value-added processing for proposed new product/market linkages;
- (c) For activities involving rapid dissemination of improved crop, livestock, aquaculture and forestry technologies, the condition that proper field testing has been conducted, and that existing Nigeria Seed Law and varietal release procedures of the National Seeds Service (NSS) are followed;

- (d) For activities involving increased production, the condition to monitor the impact of activities on lands use to ensure that expansion of crop area does not lead to land degradation, destruction of forest or other adverse impacts;
- (e) For extractive natural resource enterprise activities associated with forest, savannas, wetlands, water bodies and other natural areas, the condition that adequate baseline information (related to stocks and growth) is readily available to establish sustainable off-take rates and monitor change over time; and
- (f) Pesticides shall not be procured or included in the technology packages unless the specific use has been approved by USAID through a Pesticide Evaluation and Safe Use Action Plan (PERSUAP).

Any grants or fund transfers from (contractor) to organizations must incorporate provisions that the activities to be undertaken will be within the envelope of the environmental determinations and recommendations above.

H. 17 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)

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

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

[END OF SECTION H]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	DEC 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
52.204-4	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	DEC 2002

52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	JAN 1999
52.222-3	CONVICT LABOR	AUG 1996
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP 2002
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-14	RIGHTS IN DATA-GENERAL	JUN 1987
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-17	INTEREST	JUN 1996
52.232-20	LIMITATION OF COST	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-32	PERFORMANCE-BASED PAYMENTS	FEB 2002
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	OCT 1995
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	OCT 1995
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE II (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	APR 2003
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	JAN 1986
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	JUN 1997
52.248-1	VALUE ENGINEERING	FEB 2000
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
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
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
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997

I.2 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--

CFR 124, Subpart B;

- (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.3 52.232-25 PROMPT PAYMENT (FEB 2002) ALTERNATE I (FEB 2002)

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

(a) Invoice payments-

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

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

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

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

(2) Certain food products and other payments.

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

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

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

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

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

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

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

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

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

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

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

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

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

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

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

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

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

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if-

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

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

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall-

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

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

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

(B) If there is no postmark or the postmark is illegible-

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

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

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

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

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

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

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

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

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

I.4 AIDAR 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 travelers and the dates and times of arrival.

I.5 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.

[END OF SECTION I]

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 – SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS
SF-295 – SUMMARY CONTRACTING REPORT

ATTACHMENT 5 – AID 1420-65 – AID CONTRACTOR EMPLOYEE PHYSICAL EXAMINATION FORM

You may locate electronic versions of all the above at:

http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 6 –CONTRACTOR/SUBCONTRACTOR PAST PERFORMANCE REPORT-SHORT FORM.

ATTACHMENT 7 – BUDGET SUMMARY BREAKDOWN BY YEAR FOR THE WHOLE PROJECT.

ATTACHMENT 8 - BUDGET SUMMARY BREAKDOWN BY YEAR FOR PRIME AND/OR
SUBCONTRACTOR(s).

ATTACHMENT 9 – DEVIATION FROM THE NEGOTIATED INDIRECT COST RATE AGREEMENT (NICRA)

ATTACHMENT (J-1)

IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

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

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

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

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

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

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

[End of Provision]

USAID FORM 1427-17- CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET (ATTACHMENT J-2)

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

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

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

14. EMPLOYMENT HISTORY

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

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

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

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

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

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

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

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

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

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

INSTRUCTION

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

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

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

3. General professional proficiency

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

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

4. Advanced professional proficiency

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

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

5. Functional native proficiency

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

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

PAPERWORK REDUCTION ACT INFORMATION

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

PAPERWORK REDUCTION ACT NOTICE

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

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

INSTRUCTIONS

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. In other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted of the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

[End of Provision]

ATTACHMENT (J-4)

SF 294 – Subcontracting Report for Individual Contracts
SF 295 – Summary Contracting Report

http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

[End of Provision]

ATTACHMENT (J-5)

1420-65 – AID Contractor Employee Physical Examination Form

http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

[End of Provision]

ATTACHMENT (J-6)

CONTRACTOR/SUBCONTRACTOR PAST PERFORMANCE REPORT-SHORT FORM

1. Name of Contracting Entity:
2. Contract No.:
3. Contract Type:
4. Contract Value (TEC): \$
5. Description of Work/Services:
6. Problems (if encountered on this contract please explain corrective action taken)
7. Contacts (Name, Telephone # and E-mail Address):
 - a. Contracting Officer:
Phone Number:
Email Address:
 - b. Technical Officer:
Phone Number:
Email Address:
 - c. Other:
8. Offeror:
9. Information Provided in Response to RFP No.

[NOTE: when submitting above information for subcontracted work, the actual dollar amount of subcontract must be listed in Block 4 instead of the Total Estimated Cost of the overall contract. In addition, offerors may submit attachments to this past performance table if the spaces provided are inadequate.]

[End of Clause]

ATTACHMENT (J-7)

Budget summary breakdown by year for the whole project

<i>Item</i>	<i>Year one</i>	<i>Year two</i>	<i>Year three</i>	<i>Year four</i>	<i>Year five</i>	Total Budget
<i>Salaries and Benefits</i>						
LT Expatriates						
Post differential						
COLA						
LT Local Professionals						
Fringe Benefits						
ST Expatriates						
Post differential after 42 days						
ST Local Professionals						
<i>Sub total Salaries and Benefits</i>						
<i>Travel</i>						
International travel						
Local domestic travel						
Per diem						
Ground transportation						
Medex, visas, DBA, inocul.						
<i>Sub total travel</i>						
<i>Other Direct Costs (ODC)</i>						
Training (in-country)						
Commodities (plug figure)						
Allowances for LT-US						
Local support staff						
Office operation costs						
<i>Sub-total ODC</i>						
<i>Indirect Costs</i>						
Indirect Cost Rates						
Total Estimated Cost (TEC)						
Fixed Fee						
<i>TEC + Fixed Fee</i>						

Definitions for some of the above budget line items:

- International travel (i.e, LT travel/R&R/Home Leave, and ST expatriates travel “prime and subs”)
- Commodities (i.e, project vehicles, office equipment, furniture, mobiles, computer equipment, etc.)
- Allowances (i.e, TQSA, LQA, Education/travel Allowance, HHE, UAB, storage, etc.)
- Fringe benefits (for local professional/support staff, i.e., social/medical insurance, bonus, etc.; and for US expatriates, if not included in the offeror’s NICRA.)
- Local support staff (i.e, secretary, accountant, admin, driver, translator, etc.)
- Office operation costs (i.e, rental, utilities, communications, maintenance of vehicle/equipment, printing, postage/courier, office supplies, insurance, etc.)

OFFEROR IS REQUIRED TO DISTRIBUTE ALL COSTS ASSOCIATED WITH SUBCONTRACTOR(S), AMONG THE ABOVE LINE ITEMS.

[End of Clause]

ATTACHMENT (J-8)

Budget summary breakdown by year for () Prime, for () Subcontractor

<i>Item</i>	<i>Year one</i>	<i>Year two</i>	<i>Year three</i>	<i>Year four</i>	<i>Year five</i>	Total Budget
<i>Salaries and Benefits</i>						
LT Expatriates						
Post differential						
COLA						
LT Local Professionals						
Fringe Benefits						
ST Expatriates						
Post differential after 42 days						
ST Local Professionals						
<i>Sub total Salaries and Benefits</i>						
<i>Travel</i>						
International travel						
Local domestic travel						
Per diem						
Ground transportation						
Medex, visas, DBA, inocul.						
<i>Sub total travel</i>						
<i>Other Direct Costs (ODC)</i>						
Training (in-country)						
Commodities (plug figure)						
Allowances for LT-US						
Local support staff						
Office operation costs						
<i>Sub-total ODC</i>						
<i>Indirect Costs</i>						
Indirect Cost Rates						
Total Estimated Cost (TEC)						
Fixed Fee						
<i>TEC + Fixed Fee</i>						

Definitions for some of the above budget line items:

- International travel (i.e, LT travel/R&R/Home Leave, and ST expatriates travel “prime and subs”)
- Commodities (i.e, project vehicles, office equipment, furniture, mobiles, computer equipment, etc.)
- Allowances (i.e, TQSA, LQA, Education/travel Allowance, HHE, UAB, storage, etc.)
- Fringe benefits (for local professional/support staff, i.e., social/medical insurance, bonus, etc.; and for US expatriates, if not included in the offeror’s NICRA.)
- Local support staff (i.e, secretary, accountant, admin, driver, translator, etc.)
- Office operation costs (i.e, rental, utilities, communications, maintenance of vehicle/equipment, printing, postage/courier, office supplies, insurance, etc.)

ABOVE SPREAD SHEET IS TO BE FILLED IN FOR EACH OF PRIME AND SUBCONTRACTOR(S)

[End of Provision]

ATTACHMENT (J-9)

Offeror:

Address:

SUBJECT: Deviation from the Negotiated Indirect Cost Rate Agreement (NICRA)
Solicitation No. _____

Dear Offeror:

The proposed subject contract contains a deviation from the Negotiated Indirect Cost Rate Agreement (NICRA) between your firm/organization and the U.S. Government. The reduction in the agreed to NICRA rates is part of a cost-sharing or other ceiling arrangement. You must acknowledge by signing and returning this letter that the reduction in the indirect cost rate shall not be recouped on other contracts or grants with the U.S. Government - the reduction shall be taken from profit or fee.

If your organization is a for-profit firm, a copy of this letter containing your acknowledgment signature will be forwarded by the A.I.D. Office of Procurement to your cognizant audit agency. If your organization is non-profit, your signature on this letter constitutes agreement that you shall forward a copy of this letter (with your signature) to your auditing firm prior to their next audit under OMB Circular A-133.

An officer with the authority to bind your organization must sign and date this letter in the space indicated below. This signature indicates acceptance of and compliance with the above stated conditions.

Offeror:

Name: _____

Title: _____

Date: _____

[End of Clause]

[END OF SECTION J]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

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

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

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

K.2 52.204-3 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:

Place of performance (street | Name and address of owner and
(street address, city, state, | operator of the plant or facility
county, code) | if other than offeror or respondent

K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) *Alternate I*

- (a)
 - (1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.
 - (2) The small business size standard is \$5.0 million.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

- (b) *Representations.*
 - (1) The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.
 - (2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, for general statistical purposes, that it ___ is, ___ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
 - (3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it ___ is, ___ is not a women-owned small business concern.
 - (4) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.
 - (5) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.*] The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.
 - (6) [*Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, as part of its offer, that-
 - (i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
 - (ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or

concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

- (c) *Definitions.* As used in this provision-
- "Service-disabled veteran-owned small business concern"—
- (1) Means a small business concern-
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans,
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran, and
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.
- "Veteran-owned small business concern" means a small business concern-
- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.
- "Women-owned small business concern" means a small business concern-
- (1) 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
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.6. 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

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

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

(B) 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

(C) 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); or

(ii) 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.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:
_____.]

(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.7 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 ended products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(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.8 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.9 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.10 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.11 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 _____

K.12 IMPLEMENTATION OF E.O. 13224 – CERTIFICATION REGARDING TERRORIST FINANCING

“As a condition of entering into the referenced agreement, [name of organization] hereby certifies that it has not provided and will not provide material support or resources to any individual or entity that it knows, or has reason to know, is an individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity, including but not limited to the individuals and entities listed in the Annex to Executive Order 13224 and other such individuals and entities that may be later designated by the United States under any of the following authorities: § 219 of the Immigration and Nationality Act, as amended (8 U.S.C. § 1189), the International Emergency Economic Powers Act (50 U.S.C. § 1701 et seq.), the National Emergencies Act (50 U.S.C. § 1601 et seq.), or § 212(a)(3)(B) of the Immigration and Nationality Act, as amended by the USA Patriot Act of 2001, Pub. L. 107-56 (October 26, 2001)(8 U.S.C. §1182).

[Name of organization] further certifies that it will not provide material support or resources to any individual or entity that it knows, or has reason to know, is acting as an agent for any individual or entity that advocates, plans, sponsors, engages in, or has engaged in, terrorist activity, or that has been so designated, or will immediately cease such support if an entity is so designated after the date of the referenced agreement.”

Solicitation No.

Offeror Name and Address

[End of Provision]

[END OF SECTION K]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997)	MAY 2001
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION ALTERNATE II (OCT 1997)	MAY 2001
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-TARGETS	OCT 2000
52.232-28	INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS ALTERNATE I (MAR 2000)	MAR 2000
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

L.2 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

- (a) Pursuant to the provision at FAR Part 4.11 prospective contractors responding to this solicitation are required to register in the Central Contractor Registration (CCR) database, a part of the Business Partner Network (BPN). The clause at FAR Part 52.207 is applicable to this solicitation and is incorporated by reference in Section I.
- (b) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of the contract resulting from this solicitation.
- (c) If the offeror does not become registered in the CCR database prior to award notification, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

L.3 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

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

(1) An offeror may obtain a DUNS number-

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

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

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

(i) Company legal business name.

(ii) Trade-style, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

L.4 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

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

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

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

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

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

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

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

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

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to

the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show
ber;

(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

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

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the

provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

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

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

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

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

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

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

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

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

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

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

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

(f) *Contract award.*

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

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

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

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

determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

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

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

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

(End of provision)

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

(c)(9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

L.5 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee, Completion contract resulting from this solicitation.

L.6 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:

Contracting Office
Metro Plaza, 3rd Floor
Plot 992, Zakaria Maimalari Street, Central Area
PMB 519, Garki, Abuja, Nigeria

Mailing Address:

Contracting Office
Metro Plaza, 3rd Floor
Plot 992, Zakaria Maimalari Street, Central Area
PMB 519, Garki, Abuja, Nigeria

(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.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

L.8 GENERAL INSTRUCTIONS TO OFFERORS

In addition to FAR 52.215-1 above, offerors must submit hard copies of their proposals as follows:

1. One original and seven (7) paper copies of Technical and one original and three (3) paper copies of Cost proposals must be submitted.
2. The Technical Proposal and Cost Proposal must be kept separate from each other.
3. 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.

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) The Technical Proposal in response to this solicitation should address how the offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M.

(b) The past performance references required by this section shall be included as an annex or attachment of the technical proposal.

(c) Detailed information should be presented only when required by specific RFP instructions. Proposals are limited to 40 pages, OVER 40 PAGES WILL NOT BE EVALUATED, and shall be written in English and typed on standard 8 1/2" x 11" paper (210 mm by 297mm paper), single spaced, 10 characters per inch with each page numbered consecutively. Items such as graphs, charts, cover pages, dividers, table of contents, and attachments (i.e. key personnel resumes, reply to case studies, table summarizing qualifications of proposed personnel, past performance summary table and past performance report forms) are not included in the 40-page limitation.

(d) In addition to the paper copies identified above, the Offeror shall submit all proposal information in electronic format (CD or diskettes). Text and graphics portions of the electronic copies shall be in a format readable by Microsoft (MS) Office 2000, MS Word 2000. Data submitted in spreadsheet format shall be readable by MS Office 2000, MS Excel 2000. In case of conflict between the paper copy and the electronic copy of the proposals submitted, the paper copy shall take precedence. Each volume in the proposal shall include a copy of the cover letter (letter of transmittal), title page and table of contents. The table of contents shall list sections, subsections and page numbers. Each volume shall contain a glossary of all abbreviations and acronyms used. Each acronym used shall be spelled out in the text the first time it appears in each proposal volume. Each volume shall be bound separately and written on a stand-alone basis. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity. Hyper linking is not permissible.

(e) Offeror's technical proposal should, at a minimum, include the following sections:

1. Technical Approach

a. The offeror shall describe its technical approach for carrying out the requirements in the Work Statement (Section B). It shall demonstrate the Offeror's understanding of the issues, constraints and opportunities present in Nigeria with particular attention to the economy, environment, poverty and the rural sector, and approaches to address these constraints and harness opportunities.

The offeror will propose yearly targets to achieve the end of project targets in Section 6.0 of Section C and their individual relation to the fixed fee; i.e. the Offeror shall divide up the proposed total fixed fee amount among each individual target according to the importance of such target to the achievement of the main goal of this contract. The payment of such fixed fee will depend on the fully satisfactory completion of such target.

Expected Timeframe

Year 1

Initiation of activities in **all four** core commodities in the four focal states (as listed under Performance Requirements Section 5); submission and approval of PMP, including indicators and targets for all commodities.

Deliverables: Implementation plan for first year (due in 30 days); quarterly reports, financial statements and bi annual oral presentation to mission on progress.

Year 2

Initiation of commodity development activities for **two additional** commodities.

Deliverables: Quarterly reports, financial statements and biannual oral presentation to Mission

Year 3

Initiation of commodity development activities for **two additional** commodities.

Deliverables: Quarterly reports, financial statements and biannual oral presentation to Mission

b. The Offeror shall also describe its methodologies that will be used for the accomplishment of the SO and IR level results, including integration of sustainable environmental practices and explain their feasibility/workability.

c. The Offeror shall illustrate its approaches and partnerships, including Global Development Alliances and other public/private and private/private partnerships to promote the creation of farmer groups and market linkages which contribute to the SO and IR level results.

2. Personnel

The offeror shall clearly describe the professional qualifications of its proposed personnel, including the Chief of Party and the key personnel to be involved in each proposed activity. A brief rationale for each post and description of responsibilities is to be included.

The offeror shall include the resumes (maximum of 3 pages) of each proposed key personnel, which should include, at least, the following:

- Extent of participation and the level of responsibility undertaken in similar support work during the last 10 years.
- Experience in developing countries in similar work; particular relevance to the Statement of Work; and the number of years working in similar projects. The work experience shall be presented chronologically and should contain sufficient details to enable the technical review team to evaluate the qualifications and experience.
- Appropriateness of technical backgrounds and academic credentials.
- Reference contacts, for proposed key personnel. The resumes shall include the name, telephone number and email of at least two references who do not work for the employee's current company.

In addition to the above, USAID has the following minimum requirements for the Chief of Party:

- Demonstrated management and leadership skills working with large, complex programs; excellent verbal and written communication skills
- Minimum of five (5) years field management experience in Africa, preferably in multiple countries including Nigeria
- Extensive knowledge and experience with international markets for various agricultural products (preferably those from Nigeria and the West African region) and have an intimate knowledge of major players in the commercial agricultural industry.
- Knowledge of donor planning and reporting systems
- Demonstrated experience in undertaking high-level policy dialogue with a multitude of different stakeholders
- Demonstrated ability to think strategically and transmit his/her vision to partners and colleagues
- Demonstrated ability to integrate cross-cutting issues of gender, conflict, HIV/AIDS, environment and food security

The offeror must include a statement signed from each of the proposed key positions; confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract. This signed statement shall also state their availability to participate in an oral presentation as described below. One alternate candidate who is also available may be proposed for each key position.

The offeror must also include a signed certification from each of the proposed local long-term staff, confirming that no outside employment will be accepted while working under this contract.

The offeror may also include the resumes of short-term or consultants in the Annexes.

USAID's program implementation experience in Nigeria underscores the need to ensure that IP staff composition mirrors the ethnic and regional diversity of the country and the states in which USAID works. USAID expects to see this diversity in the IP's local staff makeup. In other words, deployment of staff by linguistic, religious or cultural affinity to the region in which they will serve will not meet the extent of diversity USAID seeks. For example, staff composition at headquarters, where key decision-making takes place, must also reflect the diversity of the target areas being served. By ensuring that senior Nigerian managers from diverse backgrounds participate in key decision-making within the IP's local headquarters office, USAID expects to significantly enrich the quality of program planning, implementation and monitoring.

3. Past Performance:

(1) The Technical Evaluation Committee (TEC) will evaluate past performance of the offeror based on reference checks and relevant past performance information submitted and may consider other past performance information.

Offerors shall provide past performance references in accordance with the following:

- a. The Offeror shall submit a list of five to ten (5-10) past or current contracts and subcontracts awarded within the last five years for efforts which are similar in scope, magnitude and complexity to that which is detailed in the RFP (The information must be clear whether the work by the offeror was done as a prime contractor of subcontractor). To ensure uniformity of information for conducting the reference checks, the Offeror shall complete attachment (J-6) "Past Performance Report-Short Form" for 5-10 contracts and subcontracts listed. Where no relevant past performance information is available, offerors will be given a neutral score, in accordance with FAR 15.305(2).
- b. The list shall include the name and address of organization for which the work was performed, the name and telephone number, and e-mail addresses of at least two contacts for each organization. It shall also provide the Agreement (or grant/contract) name and number (if any), annual amount received for each of the last four years, and the beginning and ending dates. The names of USAID CTOs should be provided for any USAID-awarded contracts. Names of CTOs submitted will count toward satisfying the minimum requirements for two contacts required. It is recommended that the offeror alert the contacts that their names have been submitted and that they are authorized to provide past performance information when requested.
- c. If the offeror encountered problems on any of the above mentioned contracts, they may provide a short explanation of the problem and the corrective action taken.
- d. Offerors may describe any quality awards or certifications that indicate exceptional capacity to provide the service or product.
- e. USAID may use past performance information obtained from other than the sources identified by the offeror. Past performance information will be used for both the responsibility determination and best value decision.

As previously noted, the past performance table does not count against the offeror's page limitation.

(2) Past performance in using small business concerns which only applies to large businesses (as defined in FAR 19.001).

In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must do the following:

- a. Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar small business incentive programs set out in your contract(s).
- b. 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.
- c. 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.
- d. USAID reserves the right to obtain past performance information from other sources, including any SB concern you have not named.
- e. Small business concerns will not be evaluated favorably or unfavorably (consistent with FAR 15.305(a)(2)(iv)).

4. Institutional Capability:

The offeror shall demonstrate its capability to provide effective home office support, to assure quality managerial and technical backstopping for a program of this complexity, and retention of key personnel. The offeror shall also describe its experience working with and providing direction to other development partners.

In the past, indigenous Nigerian organizations have had relatively modest roles in USAID's program beyond their status as sub-recipients of grant assistance. Offerors will have to identify a broad range of local implementing partners (NGOs and other domestic partners) to expand the reach of services and interventions, and build the capacity of these organizations concurrently to ensure the quality of technical interventions and the development of transparent and accountable management systems.

L10 ORAL PRESENTATIONS

(a) All offerors within the competitive range will be requested to make an oral presentation to USAID's Technical Evaluation Committee. The oral presentation is a demonstration of the offeror's capability to perform the prospective contract.

The technical evaluation committee will score the oral presentation against the technical evaluation criteria set forth in Section M of this RFP and augment previously recorded scores based on the written submissions (pursuant to Section L) as necessary.

(b) Presentations must be made in person either on-site or through alternative media (e.g., teleconferencing, video conferencing). Accordingly, the submission of video tapes or other forms of media will not be accepted.

- (c) The oral presentation purpose is to enable the evaluation board to assess each offeror's capability to perform the work by their relative level of familiarity with and understanding of the work. The offeror's representatives must show by their presentation and by their answers to the Government's questions that they understand the Government's requirements; that they are familiar with the kinds of problems that may develop during performance; and that they are capable of developing practicable and effective solutions to those problems.
- (d) The Contracting Officer may schedule the oral presentations and notify the offeror of the scheduled date, time, and location of its presentation within thirty (30) days of the receipt of proposals. All offerors included in the competitive range will be notified of the scheduled presentation date and time. Offerors must make their oral presentations in accordance with instructions that the Contracting Officer may provide.
- (e) Discussions. Because the oral presentation and the question and answer session are tests of the offeror's capability and not a part of a proposal, neither the oral presentation nor the question and answer session will constitute discussions, as that term is defined and used in FAR subpart 15.306. If at any time (e.g. prior to the oral presentation, in lieu of oral presentations, during the oral presentation, or post presentation) the Government intends to enter into discussions, offerors will be so advised.

L.11 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

There is no page limit on the cost/business proposal.

The following shall constitute the cost proposal:

1. Part 1. Standard Form (SF) 33

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

2. Part 2. Proposed Costs/Prices

The cost proposal shall contain a detailed budget as shown in the Attachment J-7 and J-8. It should include a narrative explanation of the basis of estimate for each item. This explanation must identify the factors upon which the estimate is based and show the arithmetic in reaching the cost figure;

The cost proposal shall also include:

a. Completed Biographical Data Sheets, USAID Form AID 1420-17 (See copy enclosed), for proposed direct labor, containing salary history for the prior three years. (Bio-Data must be properly certified and signed in original signatures by both the employee and the Contractor.)

b. A certification of salary for all proposed personnel in the following form:

"I/We certify that the daily rates proposed herein are based on actual salaries or fees which the proposed personnel will receive for each day of service covered by this proposal.

Signed

Dated"

c. Disclosure of Lobbying Activities; if the proposal exceeds US\$100,000 in accordance with the contract clause entitled "Limitation in Payments to Influence Certain Federal Transactions" (FAR 52.203-11);

- d. Certification regarding a Drug Free Workplace: Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (FAR 52.209-5), if the proposal exceeds the Simplified Acquisition Threshold, currently US\$100,000.00;
- e. A certification that no USAID employee has recommended the use of an individual for use under the proposed contract who was not initially located and identified by your organization;
- f. Anti-Kickback Procedures (FAR 52.203-7), if the proposal exceeds the Simplified Acquisition Threshold, currently US\$100,000;
- g. Certificate entitled “Organizational Conflicts of Interest Certificate – Advisory and Assistance Services”; and
- h. A description of the relationship between your organization and the proposed personnel including a certification as to whether the individual is a full-time employee, intermittent employee, or a consultant.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION CRITERIA

The following factors will be evaluated by a technical evaluation panel, whose members will assign point values on a scoring system that totals 100 points.

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 evaluated as described in this Section.
- (c) The criteria below are presented by major category, with relative order of importance, so that offerors will know which areas require emphasis, in the preparation of proposal. The criteria below reflect the requirements of this particular solicitation.
- (d) Offerors are reminded that the Government is not obligated to award a negotiated contract on the basis of lowest proposed cost, or the offeror with the highest technical evaluation score. For this procurement, all evaluation factors other than cost when combined are significantly more important than cost.

Offerors shall 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.

A. Technical Approach (35 points)

1. Demonstrated understanding of the issues, constraints and opportunities present in Nigeria with particular attention to the economy, environment, poverty and the rural sector and approaches to address these constraints and harness opportunities (10 points).
2. The Technical soundness of the proposal (feasibility/workability of the proposed technical approach for accomplishment of SO and IR level results, including integration of sustainable environmental practices (10 points).
3. Innovative approaches and partnerships, including Global Development Alliances and other public/private and private/private partnerships (evidence of thinking “out of the box” to promote the creation of farmer groups and market linkages which contribute to SO and IR level results (8 points)
4. Methodology for achieving and measuring results that contribute to SO12 and IR level results (clear, convincing criteria to be used for achieving expected results and to aid in performance monitoring. Demonstration of sustainability of project activities without continued USAID funding (7 points).

B. Personnel (25 points)

Qualifications of proposed personnel shall be scored based on the following sub-criteria:

1. Demonstrated capability, experience, educations and qualifications of the offeror's proposed key personnel (7 points);
2. Demonstrated capability, experience, educations and qualifications of the offeror's proposed Chief of Party (7 points);
3. Demonstrated maximum use of local staff reflecting the ethnic and regional diversity of Nigeria and the states in which USAID works (6 points);
4. Appropriateness of the skills and experience of the proposed staff, staffing plan, and organizational structure relative to project objectives and outputs (5 points)

C. Past Performance (25 points)

The Technical Evaluation Panel (TEP) will evaluate past performance of the Offeror based on reference checks and relevant past performance information submitted and may consider other past performance information.

1. Assessment of past performance will focus on the offeror's demonstrated success in past contracts: demonstrated success in providing similar design and implementation services on past contracts, including satisfaction of clients with offeror's services/products; effectiveness of key personnel, including effectiveness and appropriateness of personnel for the job, and prompt and satisfactory changes in personnel when a need to replace personnel was identified; evidence of ability to operate within budget, adaptability (evidence of ability to adapt to changes in development environments and government or client priorities).(20 points)
2. Use of small business concerns on current and past contract(s) and in the MARKETS project (offers from small business concerns will not be evaluated against this factor). (5 points)

D. Institutional Capability (15 points)

1. Demonstrated effective home office support to assure quality managerial and technical backstopping for a program of this complexity, including successful management of/integration with other partners (positive experience working with and providing direction to other development partners) (10 points).
2. Evidence that proposed NGOs and other domestic and international partners have substantial experience in mobilizing and strengthening farmer groups, working with SMES and other participants in the marketing system.(5 points).

E. Oral Presentations

The Offeror's oral presentation of its approach shall be scored based on the previous sections (Section M.1. A-D) which are of equal importance and may result in augmentation of the previous scores.

F. Cost Evaluation

Evaluation points are not awarded for cost. The review of the cost proposal shall include primarily cost realism, allowability and reasonableness analyses. This will consist of a review of the cost portion of an offeror's proposal to determine if the overall costs proposed are realistic for the work to be performed, if the costs reflect the offerors' understanding of the requirements, and if the costs are consistent with the technical proposal. Evaluation of cost proposals will consider but not limited to the following:

- Cost realism and completeness of cost proposal and supporting documentation;
- Overall cost control evidenced by the proposal (such as avoidance of excessive salaries, excessive home office staff visits, and other costs in excess of reasonable requirements);
- Amount of proposed fee.

M.2 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

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

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

M.3 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. For that purpose, five (5) points were included in the evaluation criteria for “past performance of offerors in using Small Business concerns and Disadvantaged Enterprises (SBD) and for their use in this MARKETS project.”
