



USAID
FROM THE AMERICAN PEOPLE

SOUTHERN AFRICA

Issuance Date: November 30, 2017

Questions Due Date/Time: December 14, 2017, 15:00 South African Standard Time

Closing Date/Time: January 24, 2018, 15:00 South African Standard Time

Subject: Request for Proposals (RFP) No. SOL72067418R00005

Monitoring and Evaluation to Collaborate, Learn, Adapt, and Knowledge Management Activity

The United States Government, represented by the United States Agency for International Development (USAID) through its Regional Mission to Southern Africa (USAID/SA), is seeking proposals to implement a project entitled *Monitoring and Evaluation to Collaborate, Learn, Adapt, and Knowledge Management (MECLAK)* from qualified organizations interested in providing the services described in the attached solicitation.

This procurement is being conducted through full and open competition amongst all types of organizations. USAID encourages the participation, to the maximum extent possible, of U.S.-based small businesses and local South African organizations, either as the prime contractor or as subcontractors.

USAID/SA anticipates that the maximum aggregate ordering limitation for contracts resulting from this RFP will be \$10 million over the period of performance. The maximum aggregate dollar value of task orders awarded to all contractors cannot exceed this contract ceiling. This ceiling is not being subdivided among the number of awardees nor is it being multiplied by the number of awardees. There is no guarantee that the number of task orders that the successful contractors will receive or the amount of money beyond the minimum order guarantee as set forth in the RFP.

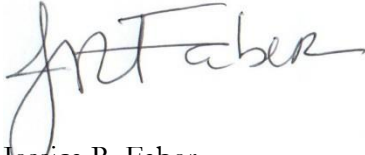
Please refer to Section L for information regarding proposal requirements. Failure to comply with the submission closing date and time as listed in Section L of the RFP will deem any submission unacceptable and it will not be reviewed or evaluated. Only electronic proposals will be accepted. Section L of the RFP sets forth all instructions for the preparation and submission of required proposal contents, including critical dates and times for the submission of questions, and the proposal closing date and time. Section M states the criteria by which proposals will be evaluated. Oral explanations or instructions given before award of the contract will not be binding. This RFP and any future amendments can be viewed and downloaded from www.fbo.gov; USAID advises to regularly check the above website for RFP amendments.

Issuance of this solicitation and the submission of a proposal does not constitute a commitment on the part of the U.S. Government nor USAID to make an award; neither does it constitute an obligation for any costs incurred in the preparation and submission of a proposal. Award(s) will be subject to funds availability following the proper completion of required USAID internal processes. Further, the U.S. Government reserves the right to reject any or all proposals received. To this end, this RFP is being

issued and consists of this cover letter and the text of the attached RFP. All offerors are cautioned to carefully review this cover letter and the contents of the RFP.

Thank you for your interest in working with USAID/SA.

Best,

A handwritten signature in black ink, appearing to read "JRFaber". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Jessica R. Faber
Regional Contracting Officer
USAID/Southern Africa
Regional Office of Acquisition and Assistance

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

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2. CONTRACT NUMBER	3. SOLICITATION NUMBER SOL72067418R00005	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 11/30/2017	6. REQUISITION/PURCHASE NUMBER REQ-674-17-000143
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7. ISSUED BY U.S. Agency for International Development/South Africa 100 Totius Street, Pretoria, South Africa	CODE	8. ADDRESS OFFER TO (If other than item 7) proposals@usaid.gov
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in See Section L - Instructions to Offerors until 15:00PM local time 01/24/2018
(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 USAID/South Africa	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS proposals@usaid.gov
		AREA CODE	NUMBER	EXTENSION	

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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 180 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 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)	<input type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXTENSION	<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 OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ()	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)	25. PAYMENT WILL BE MADE BY	CODE
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26. NAME OF CONTRACTING OFFICER (Type or print) Jessica R. Faber	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Previous edition is unusable

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SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to provide services that fall within the Statement of Work (SOW) specified in Section C of the USAID/Southern Africa (USAID/SA) Monitoring and Evaluation to Collaborate, Learn, Adapt, and Knowledge Management (MECLAK) IDIQ contract.

USAID Task Order Contracting Officers (TOCOs) will order services through the issuance of task orders during the ordering period as specified in Section F of the contract.

B.2 CONTRACT TYPE AND SERVICES

This is an Indefinite Delivery, Indefinite Quantity (IDIQ) type contract. The US Government will issue task orders that are either Cost-Plus-Fixed-Fee (CPFF) (term or completion) or Firm-Fixed-Price (FFP) type. The Contractor will furnish the services as set forth in task orders at terms consistent with the terms specified in this contract.

B.3 MINIMUM OBLIGATED AMOUNT

As required by FAR 16.504(a)(1), the minimum order guarantee of this contract is **\$60,000**. USAID is required to order and the Contractor is required to furnish the minimum order amount of services.

Following this initial obligation, TOCOs will obligate funds to cover the work required under each individual task order.

B.4 MAXIMUM CONTRACT CEILING

This is a multiple-award IDIQ contract for the MECLAK activity with an overall ceiling price of **\$10,000,000**. The maximum aggregate dollar value of all task orders awarded under this contract shall not exceed the contract ceiling. USAID will neither subdivide the ceiling amongst the IDIQ awardees nor multiply it amongst awardees.

B.5 OBLIGATED AMOUNT, ESTIMATED COST, FIXED FEE

B.5.1 Obligated Amount. The basic contract includes an initial obligation of funds in the amount of **\$60,000** to cover the minimum order guarantee.

B.5.2 Estimated Cost. The total estimated cost plus fixed fee for each CPFF task order must be negotiated in accordance with the terms of the IDIQ contract. In no event may the indirect rates or fixed fee for a task order exceed the ceilings as set forth in Sections B.7 and B.8 of the IDIQ contract. The U.S. dollar costs must be limited to reasonable, allocable, and allowable costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, and FAR 52.216-8, Fixed Fee, A-21 (for universities), and A-122 (non-profit).

B.5.3 Fixed Fee Payment.

- (a) The fixed fee ceiling does not apply to firm fixed price (FFP) task orders.
- (b) **Ceiling on Fixed Fee.** For each CPFF task order issued under this IDIQ, the TOCO and the Contractor must negotiate a fixed dollar amount for the fee. In negotiating the fixed fee, the TOCO must consider the policies and factors for establishing fixed fee set forth in FAR 15.404-4. In addition, the TOCO must consider applicable USAID policy on establishing a fixed fee.

The fixed fee for any individual task order must not exceed **[Offeror proposes ceiling percentage]** of a task order’s estimated cost, excluding fixed fee. The fixed fee ceiling applies to the prime contractor and any subcontractor.

- (c) USAID and the Contractor must negotiate the total estimated cost plus fixed fee for each task order in accordance with the terms of this IDIQ contract. In addition, the TOCO may tie the fixed fee dollar amount to the level of effort for a term task order or to specific deliverables or milestones for a completion task order.

- (d) For any task order issued under this IDIQ contract, at the time of each payment of allowable costs to the contractor, USAID will pay the contractor a percentage of the fixed fee that directly corresponds to the percentage of allowable costs. Two exceptions to paying fixed fee in this manner apply:

- (1) If the TOCO determines that this method will result in paying a disproportionately higher ratio of fixed fee than the percentage of the work that the contractor completed, then the TOCO may suspend further payment of any fixed fee until the Contractor has made sufficient progress to justify further payment in the opinion of the TOCO; or,

- (2) The terms and conditions of FAR 52.216-7, “Allowable Cost and Payment,” and FAR 52.216.8, as incorporated by reference in Section I, apply after total payments of fixed fee reach eighty-five percent (85%) of the total fixed fee.

B.6 INDIRECT COSTS

The contract clause entitled “Allowable Cost and Payment (JUN 2013)”, FAR Subpart 52.216-7, specifies that the indirect cost rates must be established for each of the contractor’s accounting periods which apply to this contract. Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs will be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
TBD	TBD	1/	1/	1/
TBD	TBD	2/	2/	2/
TBD	TBD	3/	3/	3/

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

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

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

NOTE: Contractors are allowed to recoup indirect costs [Overhead, General and Administrative (G&A), etc.] as other direct costs if it is part of the contractor’s usual accounting procedures, consistent with FAR Part 31, and the contractor’s Negotiated Indirect Cost Rate Agreement (NICRA, if applicable).

B.7 CEILING ON INDIRECT COSTS

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

- (1) The distribution base for establishment of final overhead rates is_____.
- (2) The distribution base for establishment of final G&A rates is_____.

(b) The Contractor will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the contracting officer.

(c) Reimbursement for indirect costs will be at final negotiated rates, but not in excess of the following ceiling rates for each fiscal year:

Indirect Cost Type FY 18 FY 19 FY 20 FY 21 FY 22 FY 23
(contractor’s FY)

- 1. [TBD] _____
- 2. [TBD] _____
- 3. [TBD] _____

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

NOTE: For Fixed-priced task orders, the overhead ceilings only serve as a basis for negotiation.

B.8 LABOR

(a) **Central management.** Central management costs will be handled through the following method:

The Contracting Officer has determined that a full-time key personnel position is not necessary or required to administer the IDIQ. Contractors will not be authorized to bill USAID directly for IDIQ management costs under this IDIQ or under task orders. Contractors must adopt a centralized management structure that allows for recovery of IDIQ management costs as part of its indirect costs.

(b) **Workday and workweek.** The workday and workweek policies and method of accounting for paid absences, including holidays for the contractor and major subcontractors, must be in accordance with the contractor's organizational policies and acceptable accounting procedures; be compliant with the Office of Management and Budget (OMB) cost principles; and be in accordance with the terms of this contract.

(c) **Local hires and non-U.S. expatriates.** All locally hired national personnel and other non-U.S. expatriates must be paid in accordance with USAID Acquisition Regulation (AIDAR) 722.170. Salaries for individual locally hired personnel and other non-U.S. expatriates under this contract and any resulting subcontract must be in accordance with AIDAR 752.7007, Personnel Compensation (July 2007), and should be based upon a combination of factors including the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by USAID and consideration of the individual's education, work experience, and recent relevant salary history.

B.8.1 Unburdened Ceiling Daily Rates

(a) **Locally-Hired National Personnel or Other Non-U.S. Expatriate Rates.** The Contractor must pay all locally hired national personnel and other non-U.S. expatriates in accordance with AIDAR 722.170. Further, the Contractor must pay salaries for locally-hired personnel and non-U.S. expatriates under this IDIQ Contract and any resulting subcontract in accordance with AIDAR 752.7007, "Personnel," after factoring the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by USAID and consideration of the individual's education, work experience, and recent and relevant salary history. Unless otherwise authorized by USAID, CCN, and TCN compensation must not exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by USAID. Also, the Contractor must pay locally-hired national personnel in the currency of the cooperating country unless otherwise authorized by USAID.

(b) Unburdened Ceiling Daily Rates (CDR) apply to all labor (i.e., the prime contractor, subcontractor, Third Country Nationals (TCNs), Cooperating Country Nationals (CCNs), and consultant salaries on CPFF task orders. CDRs do not apply to FFP task orders. CDRs presume a productive eight-hour work day.

(c) Additional requirements and approvals under the IDIQ contract may apply to labor costs, including, but not limited to the following:

- (1) The United States Agency for International Development Acquisition Regulation (AIDAR) 752.7007, Personnel Compensation (July 2007);

- (2) Approval of subcontractors as required under FAR Part 42;
- (3) Approval of any final salary rates that exceed the Contractor Salary Threshold (CST); and
- (4) Rules requiring that CCN and TCN labor comply with a USAID Mission's Local Compensation Plan (LCP), as provided below in paragraph (1) of this section (Section B.8.1).

(d) The Contractor will negotiate approved labor rates at equal to or lower than the CDRs. The TOCO will provide the final approval of any labor rate. USAID will not pay any daily rate that exceeds the CDR set forth in Table 1.

(e) The CDR for personnel listed in Table 1 is "unburdened" and must only include salary costs or consulting rates of the individual providing the services. The CDR must not include the following:

- (1) Payroll costs [such as fringe benefits, Federal Insurance Contributions Act (FICA) allowances, differentials];
- (2) Indirect costs applicable to labor; and
- (3) Profit or fee, if any.

(f) The CDRs set forth in Table 1 will remain valid for the entirety of the IDIQ's period of performance.

(g) The CDRs apply to all consented subcontractors under this IDIQ Contract and new subcontractors proposed for specific cost-type task orders.

The unburdened CDR for each labor category set forth in Table 1 below represents the junior-level, mid-level, and senior-level rate for each category.

Table 2 below defines labor categories and provides illustrative examples.

Table 1: Unburdened Ceiling Daily Rates

No	Labor Category	SENIOR-LEVEL	MID-LEVEL	JUNIOR-LEVEL
1	Team Leader	\$	N/A	N/A
2	Statistician	\$	\$	\$
3	Institutional/Legal Reform Expert	\$	\$	\$
4	Economist	\$	\$	\$
5	Epidemiologist	\$	\$	\$
6	Education Specialists	\$	\$	\$

7	Finance/Investment Specialist	\$	\$	\$
8	Public Administration Specialist	\$	\$	\$
9	Operations Management Specialists	\$	\$	\$
10	Value Chain/Marketing Specialist	\$	\$	\$
11	Data Collection/Survey Specialists	\$	\$	\$
12	Information Technology Specialists	\$	\$	\$
13	Scientist	\$	\$	\$
14	Workshop And Retreat Organizers	\$	\$	\$
15	Home Office Specialist Positions	\$	\$	\$
16	Administrative Support Specialists	N/A	\$	\$

Table 2: Definition of Labor Categories

Labor Category	Illustrative Examples
Team Leader	Director, Project Manager, Chief of Party
Statistician	Sampling Methodology, mathematical/analytical modeler and estimator
Institutional/Legal Reform Expert	Institutional/Legal Reform Expert, Political Scientist, Legal Advisor, General Legal Advisor, Local Institution Advisor
Economist	Agricultural, Trade, Transportation, Institutional, Managerial Economist
Epidemiologist	Academic Research, Infection Control, Clinical Trial Research, Field, Investigative, Pharmaceutical Epidemiologist
Education Specialists	Training Design, Administration, Public, Vocational, College Education Specialists.

Finance/Investment Specialist	Banking, Financial Accounting, Insurance, Venture Capitalist, Agricultural, Industrial Finance/Investment Specialists
Public Administration Specialist	Government Ministry, Local Government, International Organizational Public Administration Specialists
Operations Management Specialists	Systems Analytical, Private Firm Management, Public Service Provider Management Specialist,
Value Chain/Marketing Specialist	Agricultural Input, Commodity, Processed Goods Value Chain/Marketing Specialists
Data Collection/Survey Specialists	Survey Design, Representative Sample, Data and Information Specialists
Information Technology Specialists	Data Management, Computer Systems, Programming, Data Synthesis Specialists
Scientist	Highly Trained Specialists in any Scientific Field
Workshop And Retreat Organizers	Personnel Advisors, Systems Management, Evaluation and Communication Specialists
Home Office Specialist Positions	Home Office Project Managers, Compliance, Grants, Accounting, Security or Procurement Specialist
Administrative Support Specialists	Secretary, Receptionist, Clerk

B.8.2 Minimum Qualifications

The Contractor must provide personnel that meet the minimum education and experience requirements set forth in Table 3. These minimum qualifications for junior-level, mid-level, and senior-level personnel correspond to the unburdened CDRs set forth in Table 1 above.

Table 3: Minimum Personnel Qualifications

Level	Education Requirement (highest degree obtained should relate to the services provided)	Experience Requirement (experience should relate to the services provided)
Junior-Level	Ph.D	1
	JD/ABD	1
	MS/MA/MBA	2
	BS/BA	4

	Less than BS/BA	6
Mid-Level	Ph.D	4
	JD/ABD	5
	MS/MA/MBA	6
	BS/BA	7
	Less than BS/BA	8
Senior-Level	Ph.D	8
	JD/ABD	10
	MS/MA/MBA	12
	BS/BA	15
	Less than BS/BA	20

B.8.3 Subcontractor Rates

- (a) Unburdened CDRs apply to all subcontractor labor on CPFF task orders.
- (b) For subcontractors with a cost accounting system that only processes fully burdened rates, the contractor must include in its task order proposal:
- (1) The fully burdened rate proposed to the contractor by the subcontractors;
 - (2) Allocation of the contractor's indirect cost in accordance with established accounting practices; and
 - (3) Reasonable profit.
- (c) If proposed rates, inclusive of the prime contractor's allocable indirect costs and a reasonable profit, exceed the IDIQ contract's unburdened CDRs, then the contractor must disclose the amount of the indirect costs and the amount of the proposed profit added to the subcontractor's proposed rates. The TOCO will negotiate reasonable labor rates using that information.

B.8.4 Unburdened CDR Rate Changes

The labor rates are fixed for all contract years; however, the contractor may submit a proposal requesting the modification of the labor rates and/or indirect cost rates and the rationale behind the proposed change at any time during the life of this IDIQ Contract. The IDIQ Contracting Officer will review these proposals and determine if the revised rates are reasonable, realistic, and serve the best

interests of the U.S. Government. If the IDIQ Contracting Officer accepts the rates, then USAID will modify the contract by incorporating the new rates into the IDIQ Contract.

[END OF SECTION B]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 PURPOSE

The MECLAK IDIQ will provide a central platform for the procurement of support services that will strengthen, support, and facilitate USAID's Monitoring and Evaluation (M&E), Collaborating, Learning and Adapting (CLA), and Knowledge Management (KM) practices and approaches within USAID Missions in Southern Africa and in USAID activities across Southern Africa.

C.2 BACKGROUND

The United States Agency for International Development (USAID) is the lead U.S. Government development agency that works to end extreme global poverty and enable resilient, democratic societies to realize their potential. USAID works in over 100 countries to promote broadly shared economic prosperity, strengthen democracy and good governance; protect human rights, improve global health; advance food security and agriculture, improve environmental sustainability; further education, help societies prevent and recover from conflicts and provide humanitarian assistance in the wake of natural and man-made disasters. Programs are primarily implemented by partner organizations through acquisition and assistance mechanisms issued either by an overseas Mission or from USAID's headquarters in Washington, DC. USAID also supports U.S. Presidential initiatives, including the U.S. President's Emergency Plan for AIDS Relief (PEPFAR), the Feed the Future Initiative, the Global Climate Change Initiative, the Young African Leaders Initiative (YALI), and Power Africa, among others.

USAID Southern Africa (USAID/SA)

Southern African nations face some of the highest levels of income inequality, extreme poverty, and HIV prevalence in the world. While the region has realized significant achievements in economic growth, the overall number of people living in poverty has increased over the past two decades. Forty-five percent of the wider Southern Africa population lives on less than \$2 per day. Botswana, Lesotho, Namibia, and South Africa have some of the highest levels of income inequality globally. Thirty-four percent of the world's population living with HIV reside in ten Southern African countries. Although a regional leader in many aspects, South Africa continues to suffer from the apartheid legacy of disparity, division and exclusion, severe income disparities, a weakened energy infrastructure, resurgent political polarization, high unemployment, failing schools, labor strife, rampant violent crime, corruption, inadequate policies, and poorly targeted public investment.

USAID's programs in the Southern Africa region aim to increase and integrate trade, fight the HIV/AIDS epidemic, mitigate food insecurity, support democratic processes, protect human rights, fight climate change, and address cross-border issues. USAID's operations in the Southern Africa region are comprised of country offices in Angola, Botswana, Lesotho, Madagascar, Malawi, Mozambique, Namibia, South Africa, Swaziland, Zambia, and Zimbabwe, and the Power Africa office located in Pretoria. Each Mission/Office manages USAID country programs that advance development through bilateral relationships with respective host country governments. These offices vary in size from full, large scale Missions led by a USAID Mission Director, to smaller non-presence country offices with few staff. USAID's offices in those countries rely to varying degrees on services provided out of the USAID/SA regional platform, located in Pretoria, South Africa.

USAID/SA's Regional Program and Project Development Office (RPPDO) supports activities within Southern Africa and provides programmatic support to USAID missions and offices in the region. In

furtherance of this mandate, RPPDO will manage this IDIQ contract.

C.3 OBJECTIVE

The objective of the IDIQ contract is to support USAID programs in the 14 Southern Africa countries (Angola, Botswana, Comoros, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Swaziland, Zambia, and Zimbabwe) plus the USAID/Southern Africa Regional Mission located in Pretoria, South Africa. The IDIQ contract will provide a comprehensive suite of technical and advisory services to design and implement M&E, CLA, and KM tasks. These services will be in alignment with ADS 201 requirements, USAID Evaluation Policy and M&E Mission Orders. According to USAID's Operational Policy Automated Directives System (ADS) 201, "the purpose of monitoring, evaluation and learning practices is to apply knowledge gained from evidence and analysis to improve development outcomes and ensure accountability for the resources used to achieve them." This will be accomplished through the following four tasks:

Task 1: Monitoring Services

Task 2: Evaluation and Assessment Services

Task 3: Collaborating, Learning and Adapting Services

Task 4: Knowledge Management Services

C.4 STATEMENT OF WORK

Task 1: Monitoring Services

An effective performance monitoring system is an essential component of every USAID Mission and intended to ensure sound and compliant program performance management, informed decision making and optimal resource allocation. The project will assist USAID in implementing specialized strategies and projects to meet USAID monitoring and reporting requirements.

Monitoring plans and activities will be developed in coordination with RPPDO located in Pretoria, South Africa, USAID Missions and Offices throughout Southern Africa region, and implementing partners (IPs). Monitoring services provided by the implementing partner must complement, to the fullest extent possible, USAID Mission or Office internal capacity to conduct monitoring activities on an ongoing basis. The IP will not take the lead or a permanent role in monitoring.

Services to be provided include:

Service	Illustrative Tasks
<u>Data Quality Assessments (DQA)</u>	<ul style="list-style-type: none"> ● Support Data Quality Assessments ● Provide technical assistance on data quality, including capacity-building of USAID partner staff
Activity Monitoring and Evaluation Plan (AMEP) Development Support	<ul style="list-style-type: none"> ● Support development review and/or revision of strategy AMEPs ● Design, plan, collect, verify, assess and/or review performance indicator data or indicators vis a vis AMEPs
Monitoring, Evaluation and Learning Plan (MELP) Development Support	<ul style="list-style-type: none"> ● Support development; review and/or revision of project or activity MELPs ● Design, plan, collect, verify, assess and/or review performance indicator data or indicators vis-à-vis MELPs
Performance Monitoring	<ul style="list-style-type: none"> ● Design, plan, collect, verify, assess and/or review performance indicator data or indicators relevant to strategies projects and/or activities
Theory of Change Technical Assistance	<ul style="list-style-type: none"> ● Assist in developing evidence-based theories of change with aligned Results Frameworks and indicators ● Workshop theories of change development with relevant stakeholders ● Provide information and data to assist USAID in developing evidence-based theories of change ● Recommend key elements to be included in Scopes of Work (SOW) for evaluations (which will be drafted by USAID), with particular attention to conflict of interest issues
Data Management	<ul style="list-style-type: none"> ● Synthesize monitoring data and prepare it for reports analysis and reviews ● Synthesize data from multiple partners and projects ● Coordinate the compilation and validation of data from USAID operational plans and reports ● Produce customized information products from monitoring data and indicator data ● Provide GIS mapping support

<p>Capacity Building</p>	<ul style="list-style-type: none"> ● Provide guidance and on-the-job and classroom training to USAID implementing partners, USAID staff and local evaluators regarding monitoring design, data gathering, computer compilation, etc. ● Develop selection criteria to identify and recommend local/regional Monitoring, Evaluation and Learning (ME&L) firms/ organizations/ institutions capable of providing monitoring services with potential to provide quality ME&L services to USAID and other stakeholders in the region ● Assess and document the capacities of select local/regional ME&L entities, both public and private, to supply monitoring services firms/ organizations/ institutions utilizing organizational capacity assessment tools ● Determine milestones in close consultation with USAID to determine at what point local/ regional ME&L firms/ organizations/ institutions possess sufficient capacity to independently provide quality ME&L services ● Document the progress of each of these organizations based on such milestones ● Develop a strategy and roadmap at the country and/or regional level for the development of local/regional monitoring capacity development ● As required, work in close collaboration with other contractors and /or regional local capacity development advisors to strengthen organizational administration and management capacity
<p>Providing Monitoring, Evaluation, and Learning (ME&L) Technical Assistance</p>	<ul style="list-style-type: none"> ● Assist in USAID Mission Portfolio Review preparation and documentation. ● Assist CORs, AORs or Activity Managers in designing and executing systematic monitoring plans.

Task 2: Evaluation and Assessment Services

USAID's Evaluation Policy promotes use of evaluations to plan, manage, and guide the development of new project designs. Evaluations play a critical role in project design and development, and permit USAID to re-examine development hypotheses, adjust program implementation based on new evidence, and consider both planned and unplanned results.

Consistent with USAID ADS 201 policy, USAID Missions' globally are expected to allocate approximately three percent of program funding to external evaluations. All evaluations must comply with ADS requirements and USAID's Evaluation Policy.

USAID expects to solicit evaluations in a number of fields, including: economic growth, agriculture and trade; environment; education and training; global health; democracy, conflict prevention and humanitarian assistance; and cross-cutting programs (conflict management, private and voluntary cooperation, transition initiatives, urban programs, water, women in development, youth, science, technology, innovation and partnerships).

Services to be provided include:

Service	Illustrative Tasks
Conduct Impact Evaluations	<ul style="list-style-type: none"> ● Design, develop and implement impact evaluations; utilize quantitative and qualitative methods to develop quasi-experimental and/or experimental designs; develop data collection instruments and protocols; and conduct baselines, mid-term, end-term and time-lag evaluations. . ● Incorporate gender and other relevant thematic analyses
Conduct Performance Evaluations	<ul style="list-style-type: none"> ● Design, develop and implement performance evaluations and develop improvement strategies collaboratively with stakeholders. ● Utilize quantitative and qualitative methods as appropriate ● Incorporate gender and other relevant thematic analysis
Conduct Meta-Evaluations Utilizing Open Data Source Integration	<ul style="list-style-type: none"> ● Design, develop and implement meta-evaluations in accordance with strict statistical guidelines to correctly interpret results, utilizing qualitative methods whenever information is available.

	<ul style="list-style-type: none"> ● Incorporate gender and other relevant thematic analysis where possible
Conduct Cost Benefit Analysis and/or Cost Effectiveness Analysis	<ul style="list-style-type: none"> ● Design, develop and implement cost benefit analyses, utilizing quantitative and qualitative methods ● Incorporate gender and other relevant thematic analysis
Data Management	<ul style="list-style-type: none"> ● Synthesize monitoring data from multiple partners and prepare them for reports and reviews ● Aggregate data from multiple partners and projects ● Coordinate the compilation and validation of data from USAID operational plans and reports ● Produce customized information products from monitoring data and indicator data ● GIS mapping support
Capacity Building	<ul style="list-style-type: none"> ● Provide guidance and on-the-job and classroom evaluation training to USAID staff, implementing partners, USAID staff and local evaluators ● Develop selection criteria to identify and recommend local/regional Monitoring, Evaluation and Learning (ME&L) firms/ organizations/ institutions with potential to provide quality ME&L services to USAID and other stakeholders in the region ● Assess and document the capacities of select local/regional evaluation ME&L firms/ organizations/ institutions utilizing organizational capacity assessment tools ● Determine milestones in close consultation with USAID to determine at what point local/ regional ME&L firms/ organizations/ institutions possess sufficient capacity to independently provide quality ME&L evaluation services ● Document the progress of each of these organizations based on such milestones ● Develop a strategy and roadmap at the country and/or regional level for local/regional capacity development in collaboration with other donors/partners ● As required, work in close collaboration with other contractors and /or regional local capacity

	<p>development advisors to strengthen administrative and management capacity of the selected firms/ organizations.</p> <ul style="list-style-type: none"> ● Develop a strategy and roadmap at the country and/or regional level for local/regional capacity development
Evaluation and Learning (ME&L) Technical Assistance	<ul style="list-style-type: none"> ● Assist in USAID Mission Portfolio Review preparation and documentation ● Support mid-term stocktaking, project reviews, targeted information gathering, etc.
Peer Review Mechanism	<ul style="list-style-type: none"> ● Support Mission personnel in developing peer review mechanisms and processes ● Support mid-term stocktaking, project reviews, targeted information gathering, etc.
Report Writing	<ul style="list-style-type: none"> ● Provide information to be synthesized by Missions into Complete Data Quality Analyses, Performance Management Plan reviews; research & assessment reports; evaluation reports

Task 3: Collaborating, Learning and Adapting Services

Collaborating, Learning and Adapting (CLA) aims to adapt programs and program approaches to changing circumstances, and new knowledge and evidence in order to increase program effectiveness and relevance; as well as to spur learning, capacity development and/or strengthening in the region.

USAID committed to a CLA approach throughout the program cycle that includes being: more purposeful in building and leveraging the evidence base to inform implementation; more attuned and adaptive to unforeseen opportunities, challenges and changing contexts; and more effective in influencing others to do the same. Additionally, it means developing and implementing USAID mission strategies and activities on a platform of intentional collaboration, strategic learning, and adaptive management. Though learning is always taking place, it is not always sufficiently planned, adequately resourced or systematically applied to improve practice.

Closely tied with M&E, CLA is a way of ensuring lessons learned are applied, at all stages of the program cycle, including strategy development, project and activity design and implementation, as well as monitoring and evaluation. Approaches to CLA will be unique and individualized against each USAID mission/office's budget, operating context and other management factors. CLA tools are available on line: <https://usaidealarninglab.org/cla-toolkit>,

Services to be provided include:

Service	Illustrative Tasks
Learning for Adapting Functions/Tasks	<ul style="list-style-type: none"> ● Suggest CLA-based topics and agendas ● Compile lessons learned ● Share relevant information with USAID and other stakeholders ● Document processes
Stakeholder Engagement	<ul style="list-style-type: none"> ● Facilitate workshops ● Facilitate stakeholder buy-in activities
Operations Re-Engineering	<ul style="list-style-type: none"> ● Advise on change management approaches ● Assist in negotiating change management around monitoring, evaluation and learning

Facilitation	<ul style="list-style-type: none"> ● Facilitate learning, collaboration and coordination among implementing partners and other collaborators who have the greatest impact on results ● Produce reflections on the implications of new learning ● Produce plans for adapting programs accordingly ● Establish a network of key stakeholders and organize periodic, appropriate opportunities for USAID to interact with them based on strategy implementation and evidence-based experience
Other Analyses and Assessments	<ul style="list-style-type: none"> ● Conduct other CLA analyses and needs assessments ● Create contextual design/ diagnostic assessments and baselines ● Create thematic literature reviews, feasibility studies and evidence gap maps ● Identify gaps through research and experiential knowledge sharing; systematic reviews; rapid evidence assessments ● Review primary and secondary data analysis to inform project design including scenario planning; sectoral and cross cutting assessments and situation assessments ● Utilize quantitative and qualitative methods as appropriate
Internal Change Management for CLA	<ul style="list-style-type: none"> ● Assist core USAID leadership staff to communicate a consistent message and develop appropriate incentives to advance learning and organizational development ● Conduct analyses of organizational culture and time management studies to illuminate opportunities for making advances in CLA and provide a baseline for tracking organizational learning and change ● Propose agendas for and facilitate sectoral portfolio reviews to identify areas of need, common learning needs, etc. ● Document and disseminate CLA in action examples of best practices and success stories

<p>CLA in CDCS and RDCS implementation</p>	<ul style="list-style-type: none"> ● Develop learning agendas based on key strategy documents to identify key questions and critical knowledge gaps that need to be addressed. This will inform distinct levels of program, project, and activity design, indicator choices, target setting, and potential future adjustments in implementation. ● Consult with implementing partners and other USAID stakeholders to better understand design, causal pathways, and implementation conditions underlying promising program results. ● Serve as facilitator and assist with knowledge capture and sharing between USAID staff, implementing partner staff and other stakeholders. ● Establish and facilitate advisory council to provide informed advice and constructive suggestions to USAID technical specialists on program performance and development context.
<p>Coordination, Collaboration</p>	<ul style="list-style-type: none"> ● Explore and establish working relations with well-known, reputable organizational research and consulting entities for collaboration and sharing of organizational management, learning and performance knowledge (researched and tacit), effectively creating learning program partnerships.

Task 4: Knowledge Management Services

The development of a sound CLA plan and approach enables USAID to manage knowledge sources and integrate learning into overall Mission management objectives. To support Mission knowledge management approaches, the contractor will aid USAID Southern Africa in making sound resource decisions through the design, development and implementation of a Mission-focused knowledge audit that examines workflow, IT and business process.

Knowledge audits will be grounded on Country Development Cooperation Strategies (CDCS) for the Southern Africa Regional Mission and individual missions in the region. Each should include (a) a knowledge needs analysis to determine what knowledge resources and capabilities are needed most, (b) a knowledge inventory analysis that will identify the explicit or physical knowledge assets such as documents, data, websites and subject matter experts within a mission, (c) a knowledge flow analysis to assess how knowledge resources should move throughout a mission, and (d) the development of a knowledge map that will serve as a visual representation of the knowledge flow analysis to assist with clarifying how knowledge should flow through a mission to capitalize on strengths or make improvements.

This audit will guide management decisions, including modifications to existing staff positions or creation of new positions, training, staff development needs (including mentoring and leadership development) and formalized networking opportunities such as a speaker's series or subject-matter workshops.

The audit will serve to identify knowledge management activities that integrate knowledge sharing and learning into all development projects and activities. The audit will also provide employees and implementing partners with additional resources, tools and training to effectively implement USAID projects and collaborate with peer USAID partners.

Finally, the contractor will focus on effectively utilizing technology to document, store, share, map, and maintain information on program management best practices, employee and implementing partner resources, after action learning resources, skills development and training.

Services to be provided include:

Service	Illustrative Tasks
<p>Knowledge Audit Focused on USAID/Southern Africa Mission and individual missions in the region</p>	<ul style="list-style-type: none"> ● Conduct a Knowledge Audit focused on USAID/Southern Africa ● Knowledge needs analysis involving questionnaires; focus group discussions; interviews with key stakeholders; and workshops. ● Knowledge inventory analysis to cover workflow and business processes analysis; content analysis; and IT systems analysis ● Knowledge flow analysis ● <u>Knowledge mapping</u>

<p>Actions and Activities for Creating a Knowledge-Sharing Culture</p>	<ul style="list-style-type: none"> ● Augmenting position descriptions for staff members whose job is primarily to share or distribute knowledge ● Including knowledge-sharing and/or mentoring goals as part of an employee's performance plan. ● Establishing a reward system to recognize staff for sharing knowledge through formalized incentives ● Formalizing regular networking opportunities within the Mission for the sharing of knowledge, including brown bags, presentations by experts and subject-matter workshops
<p>Actions and Activities for Supporting the Knowledge Management Process</p>	<ul style="list-style-type: none"> ● Integrate knowledge sharing and learning into development programs and activities, suggesting language useful for implementing partners' contracts) ● Recommend incentives and recognition for knowledge sharing and innovation by implementing partners ● Integrate the use of <u>myUSAID</u> subject areas and work spaces as a knowledge sharing platform for mission staff and operating units. ● Create capacity for simplified information access by developing a system for standard information classification (taxonomy) and filing structures in the mission. ● Establish After Action Learning processes to enable strategic planning teams to benefit from and pass on lessons learned.

<p>Actions and Activities for the Effective Utilization of Technology</p>	<ul style="list-style-type: none">● Establish and maintain expertise directories for use by the mission on the Intranet / <u>myUSAID</u> platform.● Develop a document management system for organizing and retrieving documents that is not reliant on the internal shared P-drive system.● Carry out knowledge mapping to identify the knowledge that the Mission wants to manage.● Institute After Action Learning programs.● Institutionalize and promote available training programs that provide staff members at USAID/Southern Africa with the understanding and skills to use new knowledge sharing technologies and processes.
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C.5 RESULTS

Individual task orders will include specific deliverables and indicators measuring anticipated results of the services tasked under each component.

[END OF SECTION C]

SECTION D - PACKAGING AND MARKING

D.1 MARKING AND BRANDING POLICY

All USAID-funded foreign assistance (including programs, projects, activities, public communications, and commodities) must be communicated, promoted, and marked as coming from the American People through USAID. Specific communications and promotion measures must be described in the “Branding Strategy” and “Branding Implementation Plan”, and specific marking will be described in the “Marking Plan” for the contract.

The Contractor shall comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 “Branding and Marking in USAID Direct Contracting” at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID “Graphic Standards Manual” available at www.usaid.gov/branding or any successor branding policy.

Anticipated elements of marking plan: deliverables to be marked, include products, equipment and inputs delivered; places where program activities are carried out; external public communications, studies, reports, publications and informative and promotional products; and workshops, conferences, fairs, media related activities and any such events. Publications authored by Contractors or other non USAID employees must include the following disclaimer on the title page: “The author’s views expressed in this publication do not necessarily reflect the views of the United States Agency for International Development or the United States Government.” Threats and restrictions to the security of the program need to be identified and assessed in order to request any necessary exception from the marking requirement in accordance with ADS 320.3.2.

USAID’s web page contains the electronic version of the Graphic Standards Manual that is compulsory for all Contractors. Marking under this contract shall comply with the “USAID Graphics Standards Manual” available at <http://www.usaid.gov/work-usaid/branding/acquisition-awards>.

D.2 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.

D.3 BRANDING IMPLEMENTATION PLAN AND MARKING PLAN

The Contractor shall submit a final branding implementation plan and marking plan no later than 30 days after award. The plan must be in accordance with ADS 320.3.2. The plan must be submitted to the Contracting Officer for approval. The contractor will follow the approved plan during implementation of this contract unless a waiver is requested and approved. Guidance for applying for waivers can be found in ADS 320.

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

[END OF SECTION D]

SECTION E – INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE in Section I.1 of this contract. See <https://www.acquisition.gov/far/index.html> for electronic access to the full text of a Federal Acquisition Regulation (FAR) clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES—FIXED PRICE	AUG 1996
52.246-5	INSPECTION OF SERVICES—COST REIMBURSEMENT	APRIL 1984

E.2 INSPECTION AND ACCEPTANCE/RESPONSIBLE OFFICIAL

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at USAID/Southern Africa Mission or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The Contracting Officer's Representative (COR) identified in Section G has been delegated authority to inspect and accept all services, reports, and required deliverables or outputs.

The TOCO will designate a Task Order COR (TOCOR) for each specific task order. In accordance with the clauses of this contract entitled INSPECTION OF SERVICES – COST REIMBURSEMENT (FAR 52.246-5) and INSPECTION OF SERVICES – FIXED-PRICE (FAR 52.246-4), inspection of results or other deliverables required by each task order issued hereunder must be made by the cognizant TOCOR for that task order. Acceptance of goods/services and reports or other deliverables by the cognizant TOCOR for that task order must form the basis for payments to the contractor and will form the basis of the contractor's permanent performance with regard to this contract.

[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 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE in Section I.1 of this contract. See <https://www.acquisition.gov/far/index.html> for electronic access to the full text of a Federal Acquisition Regulation (FAR) clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-15	STOP-WORK ORDER ALTERNATE I	APR 1984
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

F.2 PERIOD OF PERFORMANCE

- (a) IDIQ Period of Performance. The period of performance for the IDIQ contract commences on the award date. The IDIQ period of performance concludes **five (5) years** from the award date.
- (b) IDIQ Ordering Period. The IDIQ ordering period refers to the period in which a TOCO can award a task order under this IDIQ contract. The ordering period commences on the award date of this IDIQ contract and concludes **five (5) years** from the date of award. Once the IDIQ ordering period concludes, a TOCO must not award a task order.
- (c) Task Order Period of Performance. Task orders may be issued at any time during the ordering period and must be completed no later than the end of the period of performance of the contract.

F.3 PLACE OF PERFORMANCE

Performance of this IDIQ contract and task orders issued hereunder will be in those countries as specified in the individual task orders and are limited to Angola, Botswana, Comoros, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Swaziland, Zambia, and Zimbabwe.

F.4 PERFORMANCE STANDARDS

- (a) USAID will evaluate the contractor's performance of each task order based on its adherence to the work plan, reporting against its Activity M&E Plan, and the quality of deliverables/outputs described in Section F of each task order. USAID will evaluate the contractor's performance during the interim and final periods of the contract in accordance with the contractor Performance Assessment Reporting

System (CPARS). The TOCO and the TOCOR will jointly conduct the evaluation of the contractor's overall performance. This evaluation will form the basis of the contractor's permanent performance record under this contract as required in FAR 42.15 and AIDAR 742.15.

(b) The contractor must promptly notify the IDIQ Contracting Officer and IDIQ COR of any problems, delays, or adverse conditions that materially impair the contractor's ability to meet the requirements of the contract. The contractor's performance must be conducted for each task order in accordance with the performance standards set forth in the task order, if any, the contractor's overall performance toward achievement of the objectives in Section C and provision of deliverables in Section F of the task order, and the contractor's compliance with all other terms and conditions of the IDIQ and task order.

The contractor's performance will be evaluated annually and at contract completion, utilizing at minimum, the following factors:

- (i) Technical (quality of service).
- (ii) Cost control (not applicable for FFP task orders)
- (iii) Schedule/timeliness.
- (iv) Management or business relations.
- (v) Small business subcontracting (as applicable).
- (vi) Other Areas (as applicable) (e.g., late or nonpayment to subcontractors, trafficking violations, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension and debarments).

Evaluations will be tailored to the task order type, size, content, and complexity of the requirement.

F.5 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections C, I, and J, and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor must submit required deliverables or outputs as specified in individual task orders.

F.5.1 IDIQ Reports

Task orders will contain separate reporting requirements.

- (a) **Required Reports.** The below reports are to be submitted to the IDIQ COR by the due dates specified below.

WORK PLANS, PERIODIC AND OTHER REPORTS

SECTION NO.	DELIVERABLES	DUE DATE
1	Annual Performance Reports	30 calendar days of the end of each 12-month period.
2	Final Report	30 calendar days prior to contract completion date.
3	Success Stories	Depending on the Task Order and COR request.
4	Foreign Assistance Reporting	Within 14 calendar days of completion of consultancy.
5	Contract Financial Report	Within 30 calendar days of the three-month periods ending on March 31, June 30, September 30, and December 31.

Report Descriptions

(1) Annual Performance Report

The Contractor will provide USAID a concise annual report within 30 calendar days of the end of each 12-month period. USAID will develop a reporting schedule with the contractor during the start-up phase of the project to provide final guidance on this.

(2) Final Report

The Contractor will provide USAID a concise, final report within 30 calendar days prior to completion of this IDIQ. This report will summarize the country situation; program highlights, achievements, and major activities; funds obligated and disbursed; summary of grant implementation and appraisal; problems encountered and how they were rectified.

(3) Success Stories

Approximately one-page success stories to be submitted to the TOCOR through the USAID Country Representative. On an as-requested ~~monthly~~ basis, the contractor will provide up to four one-page summary accounts of notable activities, according to specifications provided by USAID.

(4) Subcontract Reporting (Large Businesses Only)

The Contractor's subcontracting plan dated _____ TBD _____ is hereby incorporated as a material part of this Contract. The Contractor must comply with the subcontract reporting requirements in FAR 52.219-9.

Large business prime contractors must submit periodic reports which show compliance with their subcontracting plan. The Contractor must submit its report via the electronic Subcontracting Reporting System (eSRS) in accordance with the instructions on the website.

The annual Subcontracting Report and the final Summary Subcontracting Report (SSR) are available online at <http://www.esrs.gov>. The email to use is: TBD _____ (IDIQ CO) and TBD _____(IDIQ COR)

The work of the small businesses identified in the Subcontracting Plan must be tracked against the Prime's proposed goals.

The Contractor must submit the Subcontracting Report electronically via the eSRS within the deadlines specified in the above table. No separate SSR submission at the task order level is required via eSRS and therefore, subcontracting plans are NOT required for the task order.

One (1) SSR is required at the contract level for all subcontract awards accomplished, (which is a roll-up of all task order awards with Task Order Award numbers) and submitted to the IDIQ Contracting Officer via eSRS for review and acceptance. When failure to meet the goals of the small business subcontracting plan as stated in Section H, Subcontracting, of the contract, the Contractor must state in the report (either remarks field or separate letter) what good faith effort has been made to meet the goals; and/or future plan on how to improve small business opportunities for future task orders.

The Contractor must promptly notify the Contracting Officer and COR of any problems, delays, or adverse conditions which materially impair the Contractor's ability to meet the requirements of the Contract.

(5) Contract Financial Report.

The contractor must provide to the IDIQ COR a concise quarterly report by the due date specified in the above table. The report must include the following:

a. Summary of New Task Orders. To include the following:

- i. Task order number
- ii. Title
- iii. Statement of Work / Activity Description
- iv. Mission/Bureau contracting the task order
- v. Period of performance
- vi. Contracting Officer
- vii. COR
- viii. Ceiling Price
- ix. Initial Obligated Amount
- x. Small and Disadvantaged Business participation.

b. Modifications to Existing Task Orders. To include a short description of any of the following changes to existing task orders:

- xi. Incremental funding
- xii. Time extension
- xiii. Change of CO and/or COR
- xiv. Completion of work

- xv. Changes to statement of work
- xvi. Change in budget

(b) **Language of Reports and Other Deliverables**

All reports and other deliverables must be in the English language.

(c) **Meetings**

The contractor will be responsible for attending, at a minimum, semi-annual meetings with the IDIQ COR, and possibly more frequently if deemed necessary by the IDIQ COR. USAID will develop a meeting schedule with the contractor during the start-up phase of the project.

F.5.2 Distribution to the IDIQ COR and Briefing

(1) Distribution of Task Orders to Basic Contract IDIQ COR. The task order contractor must provide a copy of each new task order issued under this IDIQ to the IDIQ COR within one week of receipt by the contractor.

(2) Briefings. Prior to completion of each task order or departure from post, if overseas (whichever is earlier), the contractor must provide a written brief to the relevant USAID Mission and/or cooperating country officials on the principal activities, accomplishments, and findings during the assignment, unless a briefing is not desired by USAID and/or cooperating country officials. The contractor will provide a written brief to the IDIQ COR upon return from each assignment and attach copies of all documents or products generated under individual task orders.

(3) See section D for branding and marking requirements for report deliverables.

(4) Electronic reports must be submitted with the following descriptive information:

- a. Operating system and application format, compatible with USAID
- b. The format for any graphic and/or image files included, e.g., TIFF-compatible; and
- c. Any other necessary information, e.g., special backup or data compression routines/software used for storing/retrieving submitted data.

F.6 ORDERING PROCEDURES

F.6.1 GENERAL/FAIR OPPORTUNITY

(a) **General**

- (1) To obtain services or other deliverables that are within the scope of this contract, the TOCOs may issue orders using any of the pricing types specified in the contract.

- (2) The contractor must respond to the Request for Task Order Proposal (RFTOP) in accordance with the terms therein.
- (3) No separate payment will be made to the contractor for the cost to prepare, submit and/or negotiate a task order proposal.
- (4) All USAID Mission/Bureau Contracting Officers (includes Mission Directors and Executive Officers) may issue task orders within their delegated authorities to provide desired services within the scope of Section C and the terms and conditions of this IDIQ. The IDIQ COR must review the prospective task order requirement or statement of work (SOW).
- (5) TOCOs must negotiate and administer task orders in accordance with the ordering procedures set forth herein.
- (6) The IDIQ holders to be considered will be listed by modification to the IDIQ award. The TOCO must issue the RFTOP to the following prime offerors under this IDIQ:

List of IDIQ holders: **[Included at award]**
- (7) Contractor(s) must respond to the RFTOP within the number of calendar days stated in the RFTOP.
- (8) The Contractor must not commence work until a signed task order is issued and the contractor is authorized by the TOCO.
- (9) The TOCO must provide each contractor a fair opportunity to be considered for each task order exceeding \$3,500 issued under this contract unless one of the exceptions described in paragraph (b) Fair Opportunity Exceptions, applies. All contractors (or all contractors designated under a specific sector) must be contacted and provided the opportunity to be considered before award of all task orders. Although contractors are not required to submit a proposal for every task order request, all contractors interested in providing services under the task order must submit a proposal, inclusive of price.
- (10) At any time and throughout the life of the contract, at the request of either the contractor or the Government, the contractor may propose additional labor categories, rates, and descriptions in addition to the contract labor categories for the task order. These additional labor categories, rates, and descriptions will be negotiated on a case-by-case basis and may only be approved by the IDIQ Contracting Officer.

(b) Fair Opportunity Exceptions

- (1) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
- (2) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
- (3) The order must be issued on a sole source basis in the interest of economy and efficiency

because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

(4) It is necessary to place an order to satisfy a minimum guarantee.

(5) In accordance with section 1331 of Public Law 111-240 (15 U.S.C. 644(r)), Contracting Officers may, at their discretion, set aside orders for any of the small business concerns identified in FAR 19.000(a)(3).

F.6.2 REQUEST FOR TASK ORDER PROPOSAL

(1) Task orders may be issued by Contracting Officers in the Southern Africa region within the IDIQ statement of work described in Section C.

(2) Each task order will carry a specific task order number which will be cited on each invoice placed against this contract.

(3) In no event must the aggregate total of all task Orders exceed the Maximum Ordering Limitation authorized in the IDIQ Contract. All task order statements of work and performance periods must be within the statement of work and effective period of this Contract.

(4) The FAR and AIDAR clauses/provisions included in the contract are applicable to task orders as issued based on their individual statements of work. Clauses and provisions remain applicable throughout the terms of the contract and orders. Additionally, there may be clauses/provisions that apply only at the task order level.

(5) All Statements of Work and estimated budgets from prospective task orders must be cleared by the IDIQ COR prior to release of the solicitation.

(6) Past performance information specific to the task order requirement may be requested.

(7) Each task order must be reviewed for gender integration by the requesting mission's gender representative and/or the regional gender advisor unless a waiver is requested from the TOCO. The review will ensure that mission requirements for gender integration are covered, but also identify opportunities to highlight strategic programming priorities for gender equality and female empowerment, e.g., fostering women's leadership, engaging men for better health outcomes, encouraging youth engagement in gender-based violence prevention, ensuring women's economic inclusion and empowerment.

(8) Unless one of the Fair Opportunity Exceptions in section F.6.1(b) applies, the terms of this contract require that whenever a task order award is contemplated, all contractors will receive a **request for a task order proposal to determine the most highly qualified IDIQ holder**. All task order proposals must include the contractor's cost or price to perform the anticipated task order. The RFTOP request must be in writing (via mail, e-mail, fax, or other, as set out in the RFTOP) and include a statement of objectives or statement of work and the evaluation procedure, including the relative weighting of cost/price and non-cost/price criteria. If the selection is based upon information obtained from other than the contractor's proposals, the RFTOP must identify the other evaluation criteria. The evaluation may be based solely on cost/price and past

performance, but may also include one or more technical factors such as corporate experience personnel, and or technical approach.

Contractors may elect not to submit a proposal per the minimums and maximums specified in the section F.6.2 below.

The following content should be included (as appropriate):

RFTOP Content

Orders placed under indefinite-delivery contracts must contain the following information:

- (a) RFTOP number
- (b) Closing Date of RFTOP proposal submission
- (c) Statement of Work (SOW)/Performance Work Statement (PWS)/Statement of Objectives (SOO)
- (d) Instructions for submission of technical and cost/price proposals
- (e) Evaluation criteria and relative order of importance
- (f) Branding Strategy
- (g) Anticipated Contract Type (completion or term)
- (h) Incumbent Contractor, if any
- (i) If a logical follow-on is anticipated
- (j) Security situation and plan requirements
- (k) Environmental conditions
- (l) Total Estimated Cost Range
- (m) CO contact information
- (n) Add as applicable below.

Task Order Award

- (a) Date of order.
- (b) Task Order Number and Contract Number;
- (c) For supplies and services, contract item number and description, quantity, and unit price or estimated cost or fee.
- (d) Accounting and appropriation data. Source of Funds and Fiscal Data, TIN, DUNS number;
- (e) Method of payment and payment office, if not specified in the contract (see 32.1110(e)).
- (f) Total Estimated Cost/Ceiling Price;
- (g) Obligated Amount (which must constitute the maximum liability on behalf of the Government);
- (h) Statement of Work (SOW)/Performance Work Statement (PWS)/SOO and contractor's response to PWS or SOO if applicable that is based upon performance standards, deliverables and results to which the contractor must be held and includes a Quality Control Plan;
- (i) Budget including identification of the Expanded Object Class Code (EOCC) series, and including the costs of Labor, Other Direct Costs (ODCs), Fee, and Ceiling Price;
- (j) Place of Performance;

- (k) Place of delivery or performance (including consignee);
- (l) Any packaging, packing, and shipping instructions.
- (m) Logistic Support;
- (n) USAID and Other Officials (e.g., cognizant CO and COR);
- (o) Language Requirements;
- (p) Deliverables/Results/Reports:
For small business set-asides only, the small business prime must report the percentage of work being provided by its employees. The TOCOR must inform the TOCO if the percentage of work being conducted by the small business falls below the 50% requirement in FAR part 52.219-14, Limitations in Subcontracting;
- (q) Special Requirements/Relevant Information (e.g., source/origin waivers);
- (r) Government-Furnished Property, if any, to be furnished to the contractor;
- (s) Authorized Work-Week if other than the IDIQ provision;
- (t) Key/Essential Personnel;
- (u) Payment Office;
- (v) Gender requirements;
- (w) Branding and Marking;
- (x) Other special requirements;
- (y) Response to Environmental Conditions;
- (z) Security Plan; and
- (aa) TOCOs will include in task orders any specific clauses and provisions that are required in ADS 302 and the Internal Mandatory Reference “Contract Clause Guide for Unclassified Information System Security Systems and Services”).

F.6.3 TASK ORDER LIMITATIONS

Task orders issued under this IDIQ contract may be either Cost-Plus-Fixed-Fee (CPFF) (term or completion), or any Fixed-Priced type.

(a) **Minimum Order:** When USAID requires services or reports and other deliverables covered by this contract in a task order in the amount of less than \$60,000, the contractor is not obligated to accept an order to furnish those services or reports and other deliverables under this contract. However, if the Contractor agrees to furnish services or reports and other deliverables required by USAID in an amount of less than \$60,000 and is awarded a Task Order to do so, the Contractor is required to provide said services and reports/deliverables in accordance with the contract's terms and conditions.

(b) **Maximum Order:** When USAID requires services or reports and other deliverables covered by this contract in a task order amount of more than \$10,000,000 the contractor is not obligated to accept an order to furnish those services or reports and other deliverables under this contract. However, if the contractor agrees to furnish services or reports and other deliverables required by USAID in excess of \$10,000,000 and is awarded a task order to do so, the contractor is required to provide said services and reports/deliverables in accordance with the contract's terms and conditions.

(c) Notwithstanding the above, if issuance of a task order to, and acceptance of a task order by, the contractor would:

- (1) Result in the Contractor (or its personnel or its subcontractors or their personnel) having an organizational conflict of interest for which restrictions would be placed on the Contractor's (or

its personnel or its subcontractors' or their personnel) future activities; or

(2) Violate the provisions of the Procurement Integrity legislation, i.e., Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as amended by Section 814 of Pub. L. 101-189 the Contractor, after written notification to the Contracting Officer is not obligated to furnish those services or reports and other deliverables under this contract, and USAID may acquire the supplies or services from another source.

F.7 TASK ORDER ADMINISTRATION

(a) Task Order Extensions (non-funded)

The TOCOR has the authority to extend the Contractor's performance under the task order beyond the estimated completion date set forth therein, provided that:

- The approval is made in writing before the original estimated completion date set forth in the task order and clearly states that the extension is at no additional cost to the task order.
- Performance must not:
 - Extend beyond 60 calendar days from the original estimated completion date or the completion date modified by the TOCO set forth in the task order;
 - Extend beyond the end of the period of performance in Section F of the base IDIQ;
 - Exceed five (5) years, including modifications.

Prior to the original estimated completion date, the contractor must provide a copy of the TOCOR's written approval for any extension to the term of the task order to the TOCO; in addition, the contractor must attach another copy of the TOCOR's approval for such continued performance under the task order to the completion voucher submitted for payment.

(b) Subcontractors

Subcontracts consent must be made in accordance with FAR 52.244-2.

(c) Right to Procure from Other Sources

The Government, under the terms of this IDIQ, retains the right to procure similar services from other sources during the period of this contract.

(d) Ombudsman

If a contractor believes it has not been given a fair opportunity for a particular task order in accordance with the ordering procedures in this section, it may present the matter to the TOCO. If the contractor disagrees with the TOCO's explanation or decision, it may request a review of the TOCO's decision from USAID's task-order and delivery-order Ombudsman. The Ombudsman is responsible for reviewing complaints from contractors, collecting information from the TOCO relevant to the complaint, and ensuring that all contractors are afforded a fair opportunity to be considered under multiple award contracts. The Ombudsman does not have the authority to overturn award decisions or adjudicate formal contract disputes. Information about the Ombudsman review process can be found on the USAID webpage at <http://www.usaid.gov/business/ombudsman.html>. The Ombudsman may

be reached at the following address:

U.S. Agency for International Development
Attn: USAID Ombudsman
M/OAA/OD SA44; 851-H
1300 Pennsylvania Ave N.W.
Washington, DC 20523

E-mail USAIDandAOmbudsman@usaid.gov.

F.8 KEY PERSONNEL

The Contractor must furnish key personnel as stated in each individual task order.

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA**G.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 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE in Section I.1 of this contract. See <https://www.acquisition.gov/far/index.html> for electronic access to the full text of a Federal Acquisition Regulation (FAR) clause.

USAID ACQUISITION REGULATION (48 CFR Chapter 7)

Number	Title	Date
752.7003	DOCUMENTATION FOR PAYMENT	NOV 1998

G.2 CONTRACTING OFFICER

(a) For the IDIQ:

The Administrative Contracting Office is:

Regional Office of Acquisition and Assistance
 USAID/Southern Africa
 100 Totius Street
 Groenkloof 0027
 Pretoria, South Africa

Email: proposals@usaid.gov

(b) For Task Orders:

The Contracting Officer executing an individual task order will retain responsibility for contract administration of that task order.

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) For the IDIQ Contract: [TBD inserted at the time of award]

(b) For Task Orders:

Each individual Task Order issued hereunder will indicate a TOCOR for that particular order. The TOCOR will be responsible for technical oversight of that specific Task Order.

G.4 PAYING OFFICE

The contractor must submit invoices to the payment office indicated on the Cover Page of each individual task order.

G.5 CONTRACTOR’S PRIMARY POINT OF CONTACT

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

Name: _____
Title: _____
Email: _____
Phone: _____

[To be completed by the contractor]

G.6 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Direction 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 Contracting Officer, by separate designation letter, will authorize the COR to, with respect to only the following actions 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 “Contracting Officer’s Representative (COR)” with a copy furnished to the Contracting Officer.

- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays, or problems.
- (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

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

- (c) In the separately-issued COR designation letter, the CO will designate an alternate COR to act in the absence of the assigned COR, in accordance with the terms of the letter.
- (d) The COR is required to meet quarterly/semi-annually/annually with the contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas must be brought to the immediate attention of the Contracting Officer.
- (e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR 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.
- (e) In case of a conflict between this contract and the COR designation letter, the contract prevails.
- (f) Failure by the contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the contractor's right to any claims for equitable adjustments.

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 REPORTING OF FOREIGN TAXES (JULY 2007)

- (a) The Contractor must annually submit a report by April 16 of the next year.
- (b) Contents of Report. The report must contain:
 - (1) Contractor name.
 - (2) Contact name with phone, fax and email.
 - (3) Contract number(s).
 - (4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
 - (6) Any reimbursements received by the Contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
 - (7) Report is required even if the Contractor did not pay any taxes during the report period.
 - (8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause:
 - (1) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (2) "Commodity" means any material, article, supply, goods, or equipment.
 - (3) "Foreign government" includes any foreign governmental entity.
 - (4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to the Controller of the USAID Mission(s) that issued the TO.
- (e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts and other subagreements.
- (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

(End of Provision)

H.2 NONDISCRIMINATION (JUNE 2012)

FAR Part 27 and the clauses prescribed in that part prohibit contractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices.

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

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

(End of Provision)

H.3 AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)

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

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

- (1) Military equipment
- (2) Surveillance equipment
- (3) Commodities and services for support of police and other law enforcement activities
- (4) Abortion equipment and services
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.
- (c) Restricted goods. The Contractor must obtain prior written approval of the Contracting Officer or comply with required procedures under an applicable waiver as provided by the Contracting Officer when procuring any of the following goods or services:
 - (1) Agricultural commodities,
 - (2) Motor vehicles,
 - (3) Pharmaceuticals and contraceptive items
 - (4) Pesticides,
 - (5) Fertilizer,
 - (6) Used equipment, or
 - (7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer or fails to comply with required procedures under an applicable waiver as provided by the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the contractor to refund the entire amount of the purchase.

(End of Provision)

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

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

(End of Provision)

H.5 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://pdf.usaid.gov/pdf_docs/PDABQ631.pdf.

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

(End of Provision)

H.6 USAID-FINANCED THIRD-PARTY WEB SITES (AUGUST 2013)

(a) Definitions:

“Third-party web sites”

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

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

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

(2) The Contractor must comply with Agency branding and marking requirements comprised of the USAID logo and brandmark with the tagline “from the American people,” located on the USAID Web site at www.usaid.gov/branding, and USAID Graphics Standards manual at <http://www.usaid.gov>.

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

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

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

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

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

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

(End of Provision)

H.7 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUGUST 2013)

The Contractor must obtain USAID approval prior to committing costs related to conferences funded in whole or in part with USAID funds where:

- a. Twenty (20) or more USAID employees are expected to attend.
- b. The net conference expense funded by USAID will exceed \$100,000 (excluding salary of employees), regardless of the number of USAID participants.

A conference is defined as a seminar, meeting, retreat, symposium, workshop, training activity or other such event that requires temporary duty travel of USAID employees.

For the purpose of this policy, an employee is defined as a U.S. direct hire; personal services contractor, including U.S. PSCs, Foreign Service National (FSN)/Cooperating Country National (CCN) and Third Country National (TCN); or a Federal employee detailed to USAID from another government agency.

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

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

(End of Provision)

H.8 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)

a) Definitions

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

“IPN Portal Administrator” means the USAID official designated by the M/OAA Director, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Acquisition. “Universal bilateral modification” means modifications such as those that update or incorporate new FAR or AIDAR clauses, other terms and conditions, or special requirements that affect all awards or a class of awards as specified in the Agency notification of such terms and conditions or special requirements.

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

- (1) Register with the IPN Portal if awarded a Contract resulting from this solicitation, and
- (2) Receive universal bilateral modifications to this Contract and general notices via the IPN Portal.

c) Procedure to register for notifications.

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

d) Processing of IPN Portal Modifications

The Contractor may access the IPN Portal at any time to review all IPN Portal modifications; however, the system will also notify the Contractor by email when the USAID IPN Portal Administrator posts a universal bilateral modification for Contractor review and signature.

Proposed IPN Portal modifications distributed via the IPN Portal are applicable to all awards, unless otherwise noted in the proposed modification.

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

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

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

(End of Provision)

H.9 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)

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

(1) “Dataset” is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the Contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages.

Neither does the requirement apply to the Contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 “Submission Requirements for Development Experience Documents”).

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

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

(1) The Contractor must submit to the Development Data Library (DDL), at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subcontractor at any tier. The submission must include supporting documentation describing the

Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.

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

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

(4) The Contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.

The Contractor must not submit classified data to the DDL.

(End of Provision)

H.10 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

(a) Limitations

There is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate specified in AIDAR 752.7007 Personnel Compensation, unless an advance written waiver is granted by the USAID Procurement Executive

(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 nonperformance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him/her promptly to his/her point of origin by the most direct and expeditious air route.

(d) Definitions

As used herein, the terms “Salaries,” “Wages,” and “Compensation” mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this Contract entitled “Differentials and Allowances” (AIDAR 752.7028), unless otherwise stated. The term “compensation” includes payments for personal

services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges under the Contract.

(End of Provision)

H.11 AUTHORIZED GEOGRAPHIC CODE

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

(End of Provision)

H.12 DEFENSE BASE ACT (DBA) INSURANCE

Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act), USAID's DBA insurance carrier is Allied World Assurance Company (AWAC). To obtain DBA insurance, contractors are to contact Allied's agent, AON Risk Insurance Services West, Inc. at one of the following office:

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

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

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

USAID's DBA insurance agent is:

Rutherford International, Inc. 5500 Cherokee
Avenue, Suite 300
Alexandria, VA 22312 Points of
Contact:
Diane Proctor or Taunya Jones (703) 813-6506

(703) 813-6503

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

E-Mail: www.rutherford.com

- b) In compliance with new Agency guidelines, Contractors will be required to submit a copy of DBA coverage for which contract performance is to occur outside of the U.S. This document must be provided prior to start of performance overseas.
- c) New Rates: There are three different rates depending on the nature of the services to be provided. If a contract contains more than one of the services listed, the premium will be distributed proportionally.

	Period of Performance	Services	Construction	Security Guards
Base Period	12/1/15 – 11/30/17	2.00	\$4.50	7.50
Option 1	12/1/17 – 11/30/18	2.00	\$4.50	\$7.50/\$10.00/ \$12.50 (see Notes)
Option 2	12/1/18 – 11/30/19	2.00	\$4.50	\$7.50/\$10.00/ \$12.50 (see Notes)
Option 3	12/1/19 – 11/30/20	2.00	\$4.50	\$7.50/\$10.00/ \$12.50 (see Notes)

Notes:

For Option Periods 1, 2 and 3, the percentage of USAID security payroll would be measured as of the last day of the preceding period (i.e. the base period or the immediately preceding option period), which is referred to as the “measurement date”.

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

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

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

4) Employee salary does not include overseas recruitment incentives, post differential, per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance, and other miscellaneous post allowances. USAID limits the maximum compensation rate applicable to claimants to 200 percent of the current national average weekly wage (NAWW) as calculated by the Secretary of Labor. The current NAWW can be found at <http://www.dol.gov/owcp/dlhwc/nawwinfo.htm>.

5) The new rate structure aligns DBA rates to the likelihood that specific types of

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

6) For contracts that include Aviation, ground crews shall be categorized as Construction, and flight crew shall be categorized as Security. Upon the Option Year being exercised, the contractor must confirm in writing, the security payroll percentage as of the measurement date of the preceding period of performance to the CO.

The Contractor is required to procure DBA insurance through the USAID's approved insurance carrier.

(End of Provision)

H.13 LOGISTICSUPPORT

The Contractor will be responsible for all administrative and logistic support required to fulfill the requirements of this Contract in the U.S. and overseas.

(End of Provision)

H.14 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

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

(End of Provision)

H.15 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

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

(End of Provision)

H.16 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

USAID reserves the right to terminate this contract, to demand a refund or take other appropriate measures if the Contractor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

(End of Provision)

H.17 ENVIRONMENTAL COMPLIANCE

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

1b) In addition, the contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

1c) No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.")

2) Initial Environmental Examination (IEE) Asia 17-033 has been approved for the activities funding this contract. IEE Asia 17-033 is a supplement to IEE Asia 14-69 - Regional Energy and Water Cooperation in Central Asia), FY 2014-2020 (Programmatic). The IEE covers activities expected to be implemented under this contract. USAID has determined that a Negative Determination with conditions applies to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The contractor shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this award.

[Reserved]

4a) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Contracting Officer's Representative and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned

activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.

4b) If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.

4c) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

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

5a) Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan, the contractor shall prepare an EMMP or M&M Plan describing how the contractor will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan shall include monitoring the implementation of the conditions and their effectiveness.

5b) Integrate a completed EMMP or M&M Plan into the initial work plan.

5c) Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.

[6-7 Reserved]

(End of Provision)

H.18 GENDER CONSIDERATION

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

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

(End of Provision)

H.19 EXCHANGE VISITORS AND TRAINING

Definition: An eligible host-country resident or national sponsored by USAID for a learning activity conducted within the U.S., a third country or in-country for the purpose of furthering USAID development objectives. A learning activity takes place in a setting in which an individual (the participant) interacts with a knowledgeable professional predominantly for the purpose of acquiring knowledge, skills, or information for the professional or technical enhancement of the individual. Learning activities may be formally structured, such as an academic program or a technical course, or they may be more informal, such as an observational study tour.

All counterparts/recipients/contractors are required to enter all training related data into TraiNET/VCS system. USAID's TraiNET system is a web-based repository that enables the planning and reporting of information on all USAID-funded training and education data. This includes all in-country, third-country, regional, and U.S. training that takes place during each fiscal year. Accurate and complete data entry will allow Bureau of Economic Growth and Trade (EGAT) in Washington D.C. to complete its annual submission to the State Department. This data is also shared with the Congress and other interested parties. It is important that each Mission be able to showcase the short and long term training and education that have taken place across its portfolio.

Application of ADS Chapter 252 and ADS Chapter 253: The Contractor must conform to U.S. Government regulations on Visa Compliance for Exchange Visitors, Training for Development, and USAID/Vietnam-specific requirements for processing of J-1 Exchange Visitors. The Contractor must enter applicable information into USAID's web-based training information system, TraiNet, for any exchange visitors, participant training, third-country training, or incountry training funded through this contract. Information on Visa Compliance for Exchange Visitors and Participants Training Capacity Development requirements is available in ADS Chapters 252 and 253 at <http://www.usaid.gov/who-we-are/agency-policy>. For assistance and further details on legal restrictions, the Contractor may consult with the COR.

References and Authorities:

1. ADS 252, "Visa Compliance for Exchange Visitors"
<http://www.usaid.gov/ads/policy/200/252>
2. ADS 253, "Training for Development" <http://www.usaid.gov/ads/policy/200/253>
3. ADS 206, "Prohibition of Assistance to Drug Traffickers"
<http://www.usaid.gov/ads/policy/200/206>

(End of Provision)

H.20 GOVERNMENT FURNISHED FACILITIES OR PROPERTY

The Contractor and any employee or consultant of the Contractor is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. government clerical or technical personnel in the performance of the services specified in the Contract unless the use of Government facilities or facilities is specifically authorized in advance, in writing, by the CO.

(End of Provision)

H.21 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED

(a) The Contractor must provide a comprehensive list of all offered specific electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Contractor must clearly indicate where this list with full details of compliance can be found (e.g., vendors or other exact web page location). The Contractor must ensure that the list is easily accessible by typical users beginning five calendar days after award. The Contractor must maintain this detailed listing of compliant products for the full Contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to its product line.

(b) For every EIT product accepted under this Contract by the Government that does not comply with 36 CFR Part 1194, the Contractor must, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the Contract renewal date, whichever occurs first.

(End of Provision)

H.22 ELECTRONIC PAYMENTS SYSTEM

1. Definitions:

a. "Cash Payment System" means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated Payee.

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

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

3. Exceptions. The contractor is allowed the following exceptions, provided the contractor documents its Contract file with the appropriate justification:

a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.

b. Cash payments made to payees where the contractor does not expect to make payments

to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.

c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants Under Contracts for less than \$3000, when payment through an electronic payment system is not reasonably available.

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

4. More information about how to establish, implement, and manage electronic payment methods is available to contractors at <http://solutionscenter.nethope.org/programs/c2etoolkit>.”

(End of Provision)

H.23 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

All reports generated and data collected during this project must be considered the property of USAID and must not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document, without the express written approval of a duly-authorized representative of USAID. All findings, conclusions and recommendations must be considered confidential and proprietary.

(End of Provision)

H.24 INHERENTLY GOVERNMENTAL AND CLOSELY ASSOCIATED FUNCTIONS

The Contractor may not perform any inherently governmental functions under the contract. The Contractor may not perform any closely associated functions under this Contract without the prior written approval of the Contracting Officer. The definition of closely associated function is provided in the Office of Management and Budget, Office of Federal Procurement Policy (OFPP) Policy Letter 11-01 “Performance of Inherently Governmental and Critical Functions”.

(End of Provision)

H.25 AUDITS OF SUBCONTRACTS WITH NON-U.S. ORGANIZATIONS

a. Allowable Costs and Responsibilities

(1) If the contractor provides subcontracts funded with USAID resources to organizations to carry out the USAID-financed program and activities, the contractor is responsible for monitoring such subcontractors. The costs for subcontractor audits for non-U.S. organizations that meet the threshold in paragraph b. are allowable. The costs for subcontractor audits for non-U.S. organizations that do not meet the threshold in paragraph b. are allowable only for the following types of compliance audits: activities allowed or not allowed; allowable costs/cost principles; eligibility; cost share; level of

effort; earmarking; and reporting.

(2) This provision must be incorporated in its entirety into all subcontracts with non-U.S. organizations that are for more than \$10,000.

b. Audit Requirements

(1) Non-U.S. subcontractors must have an annual audit conducted in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General, for any subcontractor fiscal year in which the subcontractor expends a combined total of \$300,000 or more in all USAID awards, either directly or through another USAID contractor or recipient, excluding fixed price contracts and fixed amount awards.

(i) The audit report must be submitted to USAID within 30 days after receipt of the auditor's report, but no later than nine months after the end of the period audited.

(ii) The USAID Inspector General will review this report to determine whether it complies with the audit requirements of this award. USAID will only pay for the cost of audits conducted in accordance with the terms of this award.

(iii) In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this clause, USAID will consider appropriate sanctions which may include suspension of all, or a percentage of, disbursements until the audit is satisfactorily completed.

(2) Non-U.S. subcontractors are not required to have an annual audit for any subcontractor fiscal year in which the subcontractor expends a combined total of less than \$300,000 in all USAID awards, either directly or through a prime contractor or recipient, excluding fixed price contracts and fixed amount awards. However, the subcontractor must make records pertaining to this award for unaudited periods available for review by USAID officials or their designees upon request.

(3) USAID retains the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending USAID funds, regardless of the audit requirement.

[END OF SECTION H]

PART II – CONTRACT CLAUSES**SECTION I – CONTRACT CLAUSES****I.1 52.252-2 Clauses Incorporated By Reference (Feb 1998)**

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

FAR: <https://www.acquisition.gov/far/> **AIDAR:**

<http://www.usaid.gov/ads/policy/300/aidar>

I.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1)

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALESTO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-1	APPROVAL OF CONTRACT	DEC 1989

52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2015
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM	DEC 2012
52.204-13	SYSTEM for AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS	JAN 2014
52.207-5	OPTION TO PURCHASE EQUIPMENT	FEB 1995
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT UPDATES OF PUBLICLY AVAILABLE INFORMATION	OCT 2015
52.209-9	REGARDING RESPONSIBILITY MATTERS	
52.209-10	PROHIBITION ON CONTRACTING WITH DOMESTIC CORPORATIONS	NOV 2015
52.210-1	MARKET RESEARCH	APR 2011
52.215-2	AUDIT AND RECORDS – NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG 2011
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS	AUG 2011
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATION	OCT 2010
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2013
52.216-8	FIXED-FEE	
52.216-19	ORDER LIMITATIONS	OCT 1995
52.216-20	DEFINITE QUANTITY	OCT 1995
52.216-22	INDEFINITE QUANTITY	OCT 1995
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT 1997
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT 2014
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007

52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUL 2014
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014
52.227-18	RIGHTS IN DATA – EXISTING WORKS	DEC 2007
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987
52.228-3	WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	
52.229-3	FEDERAL, STATE AND LOCAL TAXES	FEB 2013
52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS	FEB 2013
52.230-2	COST ACCOUNTING STANDARDS	OCT 2015
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	MAY 2014
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010
52.232-1	PAYMENTS	APR 1984
52.232-9	LIMITATION OF WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-25	PROMPT PAYMENT	JUL 2013
52.232-25	PROMPT PAYMENT – ALTERNATE I	FEB 2002
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-36	PAYMENT BY THIRD PARTY	MAY 2014
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-3	PROTEST AFTER AWARD (AUG 1996) – ALTERNATE I	JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICE	JAN 1991
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997

52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES – FIXED PRICE (AUG 1987) – ALTERNATE I	APR 1984
52.243-2	CHANGES – COST-REIMBURSEMENT – ALTERNATE I	APR 1984 AUG 1987
52.244-2	SUBCONTRACTS	OCT 2010
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2015
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.245-9	USE AND CHARGES	APR 2012
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.249-2	TERMINATION FOR CONVENIENCE OF THE (FIXED-PRICE)	APR 2012
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR CLAUSES 48 CFR CHAPTER 7

NUMBER	TITLE	DATE
752.202-1	DEFINITIONS	JAN 1990
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	FEB 2012
752.226-3	LIMITATIONS ON SUBCONTRACTING	JUN 1993
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
752.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL 2007
752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES	MAR 2015
752.242-70	PERIODIC PROGRESS REPORTS	OCT 2007
752.245-70	GOVERNMENT PROPERTY- USAID REPORTING	
752.245-71	REQUIREMENTS	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 2007
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
752.7012	PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT	AUG 1995
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990

752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
752.7028	DIFFERENTIAL AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES ALT.I	JUN 2008

**I.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT
REQUIRE CERTAIN INTERNAL CONFIDENTIALITY
AGREEMENTS (APR 2015)**

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

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

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

(d) (1) In accordance with section 7 43 of Division E, Title VI I, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

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

(End of clause)

**I.3 52.222-52 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT
TO CONTRACTS FOR CERTAIN SERVICES – CERTIFICATION (MAY 2014)**

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror [] does [] does not certify that—

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

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

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

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

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

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

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

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

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

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

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

(End of clause)

I.4 52.229-8 TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the

Government of the countries specified in the place of performance of this contract, or from which the Contractor or any subcontractor under this Contract is exempt under the laws of the countries specified in the place of performance of this contract, shall not constitute an allowable cost under this contract.

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

(End of clause)

I.5 52.244-2 SUBCONTRACTS ALT I. (JUNE 2007)

(a) *Definitions.* As used in this clause—

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

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

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

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

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

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

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

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

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

TBD

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

- (i) A description of the supplies or services to be subcontracted.
 - (ii) Identification of the type of subcontract to be used.
 - (iii) Identification of the proposed subcontractor.
 - (iv) The proposed subcontract price.
 - (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
 - (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
 - (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (e)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
- (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

TBD

(End of clause)

I.6 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEP 2013)

(Class Deviation OAA-DEV-13-01c)

(a) Contract Reports and Information/Intellectual Products.

(1) Within thirty (30) calendar days of obtaining the Contracting Officer

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

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

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

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

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

(1) Standards.

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

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

(iii) Contract reports and information/intellectual products can be submitted in either electronic (preferred) or paper form. Electronic documentation must comply with Section 508 of the Rehabilitation Act of 1973.

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

installation Instructions.

(v) Electronic documents must be in one of the National Archives and Records Administration (NARA)-approved formats as described in NARA guidelines related to the transfer of permanent E-records. (See <http://www.archives.gov/records-mgmt/initiatives/transfer-to-nara.html>).

(2) Essential bibliographic information. Descriptive information is required for all Contractor products submitted. The title page of all reports and information products must include the Contract number(s), Contractor name(s), name of the USAID Contracting Officer's Representative, the publication or issuance date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause

must have, attached as a separate cover sheet, the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(End of clause)

I.7 752.7032 INTERNATIONAL TRAVEL APPROVALS AND NOTIFICATION REQUIREMENTS (APR 2014)

Prior written approval by the Contracting Officer (CO), or the Contracting Officer's Representative (COR) if delegated in the Contracting Officer's Representative Designation Letter, is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the CO or the COR, an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence.

The CO's or COR's (if delegated by the CO) prior written approval may be in the form of a letter or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the CO or COR, of planned travel, identifying the travelers and the dates and times of arrival.

(End of clause)

[END OF SECTION I]

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

The following documents may be accessed electronically at the sites listed below. If the site is not included, a hard copy of the document is attached at the end of this solicitation.

ATTACHMENT 1 - CONTRACTOR PERFORMANCE REPORT-SHORT FORM

ATTACHMENT 2 - USAID FORM 1420-17 - CONTRACTOR EMPLOYEE BIOGRAPHICAL DATASHEET.

See: www.usaid.gov/forms/

ATTACHMENT 3 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

See: http://forms.sc.egov.usda.gov/efcommon/eFileServices/eFormsAdmin/SF-LLL_9707V01.pdf

ATTACHMENT 4 - PAST PERFORMANCE MATRIX

See: <http://www.usaid.gov/documents/1868/past-performance-matrix>

ATTACHMENT 5 - Links to all USAID Missions and Offices in the Southern Africa Region

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 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.1 of this contract. Full text of the FAR clauses is available at <https://www.acquisition.gov/far/> and full text of the AIDAR clauses is available at <http://www.usaid.gov/ads/policy/300/aidar> and <http://www.usaid.gov/ads/policy/300/300>.

FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1)

NUMBER	TITLE	DATE
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.222-38	COMPLIANCE WITH VETERANS’ EMPLOYMENT REPORTING REQUIREMENTS	SEP 2010
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN REPRESENTATION AND CERTIFICATIONS	OCT 2015

K.1 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS REPRESENTATION (APR 2015)

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

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

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

(End of provision)

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2016)

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

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

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

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

- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

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

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

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

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

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

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

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

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

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

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the Contract award will exceed the simplified acquisition threshold and the Contract is not for acquisition of commercial items.

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

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

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

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

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

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

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

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

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

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

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or

Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

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

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

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

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

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

____(vi) 52.227-6, Royalty Information.

____(A) Basic.

____(B) Alternate I.

____(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

N/A

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause Title Date Change

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

(End of Provision)

K.3 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

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

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

- (A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) Contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if Offeror checks “have”, the Offeror shall also see 52.209-7, if included in this solicitation);
- (C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and
- (D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

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

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

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

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

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

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

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be

considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

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

(End of provision)

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

(a) Definitions. As used in this provision-

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in-
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.
- (d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

**K.5 52.209-11 REPRESENTATION BY CORPORATIONS
REGARDING DELINQUENT TAX LIABILITY OR A
FELONY CONVICTION UNDER ANY**

FEDERAL LAW (FEB 2016)

- (a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
 - (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

- (1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have

lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

**K.6 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA
AND RESTRICTED COMPUTER SOFTWARE
(DEC 2007)**

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

(b) By completing the remainder of this paragraph, the Offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (Offeror check appropriate block)-

- () None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or
- () Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the Offeror’s response is not determinative of the status of the data should a Contract be awarded to the Offeror.

(End of provision)

K.7 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)

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

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the Offeror is an educational institution, Part II does not apply unless the contemplated Contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

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

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

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

(c) Check the appropriate box below:

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

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

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

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

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

Date of Disclosure Statement:

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

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

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

(4) Certificate of Interim Exemption. The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror

further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

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

The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received

less than \$50 million in awards of CAS covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts The Offeror shall indicate below whether award of the contemplated Contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

yes no

(End of provision)

**K.8 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE
CHANGES (APR 2005)**

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

___Yes___No

If the Offeror checked “Yes” above, the Offeror shall--

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

K.9 INSURANCE - IMMUNITY FROM TORT LIABILITY

The Offeror represents that it is, is not a State agency or charitable institution, and that it is not immune, is partially immune, is totally immune from tort liability to third persons.

K.10 AUTHORIZED NEGOTIATORS

The Offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

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 _____

[END OF SECTION K]

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 FAR 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 address: <https://www.acquisition.gov/far>.

NUMBER	TITLE	DATE
52.204-6	UNIQUE ENTITY IDENTIFIER	JUL 2013
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993

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

The Government contemplates award of a multiple-award Indefinite Delivery, Indefinite Quantity (IDIQ) Contract resulting from this solicitation. Task orders issued under this IDIQ contract may be either Cost-Plus-Fixed-Fee (CPFF) (term or completion) or any Fixed-Priced type.

(End of provision)

L.3 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, 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 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 be 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).

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

(1) If transmittal through an electronic commerce method authorized by the solicitation, it must be received by the date and time specified.

(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.

(i) 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.

(ii) 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.

(iii) Proposals may be withdrawn by written notice received at any time before award. 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.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the time specified in the cover letter to this solicitation.

(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 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.

(End of provision)

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

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

Office of Acquisition and Assistance
 USAID/Southern Africa
 100 Totius Street
 Groenkloof, Pretoria
 0181, Pretoria
 South Africa

Or

Pouch Address:
 USAID/Southern Africa
 Regional Office of Acquisition and Assistance
 9300 Pretoria Place

Washington, DC 20521-9300

In addition to the Contracting Officer above an additional copy must be sent to:

William Buckhold, Assistant General Counsel
U.S. Agency for International Development
Office of General Counsel
Fax: 202-216-3058

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

(End of provision)

L.5 GENERAL INSTRUCTIONS

a) **Multiple Awards:** USAID anticipates the award of a multiple award IDIQ with up to six (6) holders through full and open competition as a result of this solicitation. USAID reserves the right to award more or fewer awards than the anticipated number of contracts stated above.

b) **RFP Instructions:** Proposals must be submitted in accordance with Section L. If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be downgraded and not receive full or partial credit under the applicable evaluation criteria.

If an offer does not understand the instructions in this solicitation, then it should write to the Contracting Officer for clarification sufficiently in advance of the deadline for the receipt of proposals in order to obtain an answer in time to meet the deadline.

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

d) **Pre-award Survey.** USAID reserves the right to perform a pre-award survey which may include, but is not limited to:

- (1) Interviews with individuals to establish their ability to perform contract duties under the project conditions;
- (2) A review of the prime Offeror's financial condition, business and personnel procedures, etc.; and
- (3) Site visits to the prime Offeror's institution.

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

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

- 1) Completion of Standard Form 33, Blocks 12 through 18;
- 2) Completion of the "Representations, Certifications, and Other Statements of Offerors" in Section K; and
- 3) Submission of proposed costs/prices and indirect cost information as required by Section B and L of this RFP; and
- 4) Submission of the information required by Section L or any other section of this RFP.

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

g) Proposal Preparation Costs. The U.S. Government will not pay for any proposal preparation costs.

h) Questions and/or requests for clarifications in response to this solicitation must be received in writing via email to Jessica Faber at jfaber@usaid.gov, Thokozile Mokhele at tmokhele@usaid.gov, and proposals@usaid.gov.

NOTE: Each email must use the following format for the subject line: SOL-674-17-000018, USAID/Southern Africa MECLAK Activity – [Name of organization] Questions/Comments. USAID may consolidate and/or not respond to questions/comments.

The deadline for receiving questions is indicated on the cover letter. Only questions submitted in writing will be considered. No questions will be accepted after the date and time specified in the cover letter. No phone calls will be accepted. Responses to questions/clarifications received by USAID/SA will be posted at www.fbo.gov.

L.6 PROPOSAL SUBMISSION INSTRUCTIONS

(a) **General Instructions.** All proposals in response to this solicitation are due to the USAID/SA, Regional Office of Acquisition and Assistance by the closing date and time specified on the cover letter. The proposal shall be prepared in two separate volumes:

1. Volume I - Technical Proposal; and
2. Volume II - Business (Cost) Proposal

The sections and annexes in the technical and cost proposals must be listed in the table of contents. The Technical Proposal must address technical aspects only while the Business (Cost) Proposal must present the costs and address related issues such as responsibility. Proposals must be signed by an official who is authorized to bind the organization.

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

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

(b) **Electronic Submission.** Offerors must submit their proposals via email to Thokozile Mokhele at proposals@usaid.gov by the stated closing date and time specified in the Cover Letter. Receipt time is when the proposal is received by the USAID Internet server. If a proposal is received on time by at least one of the email addresses above, it will be considered timely. A proposal must be received by the Government by the due date for it to be considered. Late proposals will not be considered. The proposal must be accompanied by a cover letter typed on official organizational letterhead and signed by a person who has signatory authority for the organization. Total email size cannot exceed 5 MB. Multiple emails may be sent to accommodate the proposal size and content.

All attachments must be in MS Word, Adobe PDF, or MS Excel readable format. OFFERORS MUST NOT SUBMIT ZIPPED FILES.

If an Offeror sends a proposal by multiple emails, indicate in the subject line of the email whether the email relates to the technical or cost proposal, and the desired sequence of multiple emails. The Technical and Business (Cost) Proposals must be clearly marked on the email as follows:

Technical Proposal: SOL-674-17-000018 – MECLAK Activity [Name of Offeror] [Email # of #]

Business (Cost) Proposal: SOL-674-17-000018 – MECLAK Activity [Name of Offeror] [Email # of #]

Note that electronic signatures are acceptable by USAID.

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

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

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

The Technical Proposal must be clear, concise, and easy to follow, while also in compliance with the instructions provided herein. The Technical Proposal must be well organized, legible, and succinctly presented. Offerors must adhere to the prescribed proposal format and page limitations, where applicable, set forth herein.

Proposals must be submitted on the equivalent of letter or A4 sized pages. Proposals must be written in English and typed in 12 point font with no less than one inch margins on all sides and with each page numbered consecutively. Graphics, tables and charts that are included in the Technical Proposal must use a font size that is not less than 9 point font. Proposals must be in a clear and legible written format.

The following is an outline of the required proposal format:

- **Cover Letter:** The proposal must be accompanied by a cover letter typed on official organizational letterhead and signed by a person who has signatory authority for the organization. The cover letter must include the information required by FAR 52.215-1(c).

The cover letter must include:

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

The cover letter will be in Adobe PDF format.

- **Title Page** (optional)
- **Table of contents**
- **Acronym List** (optional)
- **Technical Proposal Body:** The technical proposal body does not have a page limit. The format and requirements are further elaborated below.
- **Annexes**

Format for the Technical Proposal Body

The Technical Proposal body must address all evaluation factors and any specific sub-factors stated in Section M, as well as all of the aspects described herein. The Technical Proposal body must be comprised of three sections organized in the following manner:

1) Technical Approach

- 2) **Organizational and Networking Capacity and Specialized Experience**
- 3) **Examples of Relevant Experience**

Section 1: Technical Approach

Offerors must provide a plan for planning and managing Task Orders as described in Section C.4 Statement of Work. The plan should outline steps and methods for ensuring the quality of Task Order deliverables, demonstrate competence and capacity to channel performance information and learning back into program management, and demonstrate competence and capacity to strengthen collaboration between development stakeholders.

Section 2: Organizational and Networking Capacity and Specialized Experience

Offerors must demonstrate capacity to recruit and manage teams of qualified experts to execute Task Orders described in Section C.4. The proposal should demonstrate the Offeror's capacity to organize and manage Task Order workflow, to recruit/partner or otherwise bring to bear expertise covering both the geographical range of USAID/Southern Africa and the range of development topics in the strategy documents for USAID missions and offices in Southern Africa, and to apply learning and principles of knowledge management to the USAID program cycle.

Section 3: Examples of Relevant Experience

The Offeror must summarize up to five examples of relevant experience (or if not available, provide an explanation demonstrating capacity to provide performance information for itself and each major subcontractor (one whose proposed cost exceeds 10 percent of the Offeror's total proposed cost or plays a significant role in the execution of the proposal) in accordance with the following:

1. List in an annex to the technical proposal up to five of the most recent and relevant contracts for efforts similar to the work in the subject proposal. The most relevant indicators of performance are contracts of similar size and nature.
2. Provide for each of the contracts listed above a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, and a description of the performance to include:
 - i. Scope of work or complexity/diversity of tasks,
 - ii. Primary location(s) of work,
 - iii. Term of performance,
 - iv. Skills/expertise required,
 - v. Dollar value, and
 - vi. Contract type, i.e., fixed-price, cost reimbursement, etc.

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

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

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

L.8 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

There is no limit on the number of pages in the cost proposal, except as otherwise stated below. The Cost/Business Proposal must contain the following components in the order set forth below:

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.

Part 2 - Proposed Costs/Prices

Budget: The Offeror must provide a complete budget by cost element. **The budget must be in Microsoft Excel format; all formulas and references must be displayed and the budget must be unlocked and fully accessible.** Offerors must also submit the summary table showing the total price of their proposal. The Offeror must propose costs that it believes are realistic and reasonable for the work in accordance with the Offeror's technical approach. Offerors will include in their cost proposals estimated costs related to the implementation of branding and marking requirements and environmental requirements. Offers must also propose a list of sample curriculum vitae (detailed in Section M), as well as the daily rates for each.

Subcontracts: Offerors must also provide detailed budgets for each proposed subcontract, if any. Proposed subcontract budgets must be part of the required budget as a separate tab and must follow the parameters described above.

Budget Narrative: The Offeror must provide a narrative discussing the different cost elements to adequately justify the total estimated cost in a simplified and explanatory format, separated out from the budget itself. Any assumptions should be clearly stated. The information in the narrative must be in sufficient detail to allow for a complete analysis. This must include a complete breakdown of cost elements associated with each budget line item and those costs associated with any proposed subcontract. The cost information will include the basis of each and every cost, (e.g., current salaries, vendor quotes, market surveys, historical experience, etc.) including the proposed fee. The amount of fixed fee proposed should include the rationale for the proposed amount. Offerors must also provide detailed budget narratives for each proposed subcontract, if any. If an Offeror chooses to submit the budget narrative in .pdf format, please also provide a copy in MS Word.

Supporting Documentation: The Offeror must provide additional supporting budget documentation to substantiate all proposed costs. In addition, the Offeror should submit supporting documentation that it believes will substantiate its proposed costs, such as documentation to support its cost estimates, its estimating methodology or information related to the organization's policies or industry's prevailing practices.

Indirect Cost Information: The Offeror will include a complete copy of its most current Negotiated Indirect Cost Rate Agreement (NICRA) or other similar documentation from its cognizant Government Audit Agency stating the most recent final indirect cost rates. The proposal will also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.

If the Offeror does not have a NICRA, it may elect to propose all costs as direct charges, or it may propose an indirect cost rate. In that event, audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Contractor is a newly-formed organization), must be included in the proposal. The profit and loss statements should detail the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented with information on the Offeror's customary indirect cost allocation method together with supporting computations of the basis for the indirect cost rate(s) proposed.

The indirect cost information requirements described above are also required for each cost-reimbursement and time and materials type subcontract.

Part 3 - Evidence of Responsibility

The Offeror must submit sufficient evidence of responsibility for the contracting officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. The Offeror must address each element of responsibility below. To be determined responsible, a prospective Contractor must:

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));
- (2) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
- (3) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective Contractor will not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;
- (4) Have a satisfactory record of integrity and business ethics;
- (5) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective Contractor and Subcontractors).(See FAR 9.104-3(a));
- (6) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)); and
- (7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.).

Part 4 – Contractor Biographical Data Sheets

A Contractor Employee Biographical Data Sheet (See link in Section J) must be submitted for each and every individual proposed for long term positions to be charged as direct costs under the contract. Each sheet must be completed and signed, reflecting accurate up-to-date information and

indicating the proposed salary as it relates to the Offeror's proposal. Completed and signed AID Form 1420-17 - Contractor Employee Biographical Data Sheets must be provided for each proposed employee that has been identified by name in the proposal (for both key and non-key positions).

Part 5 - Information to Support Proposed Subcontractors

If an offeror proposes to enter into partnerships or teaming arrangements for the performance of this contract, the proposal must clearly indicate which organization will serve as the prime contractor and which, if any, will serve as subcontractors. If subcontracts are anticipated, the Cost Proposal must include a letter for each identified major subcontractor, on Subcontractor letterhead, and signed by an authorized representative of each Subcontractor, which specifically indicates the Subcontractor's agreement to be included in the Offeror's proposed teaming arrangement. USAID discourages the use of exclusive agreements as this limits USAID's ability to receive the best services.

If an Offeror is requesting for consent to subcontract to be granted at the time of award, the Offeror must specifically address in its proposal each of the elements in FAR 44.202-2. In the absence of such, consent will not be provided at the time of award, but a request for consent to subcontract may be considered by the Contracting Officer after the award is made.

Part 6 - Representations, Certifications, and Other Statements of Offerors

The Offeror and each proposed subcontractor shall complete Section K, "Representations, Certifications, and Other Statements of Offeror", and sign and date on the last page in the space provided. Offerors must also submit in this section those portions of Section K not otherwise available online through the System for Award Management.

Part 7 - Joint Venture Information

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

Part 8 - Information Concerning Work-Day, Work-Week, and Paid Absences

The Offeror and each proposed subcontractor shall indicate the number of hours and days in its normal workday and its normal workweek, for employees and consultants. In addition, the Offeror and each proposed major subcontractor shall indicate how paid absences (local holidays, vacation and sick) shall be covered.

USAID considers a normal work-year, including paid absences (holidays, vacations, and sick leave) as 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. The Offeror and major subcontractors shall describe their workday and workweek policies. The work-day and work-week policies and the method of accounting for paid absences for the Offeror and major subcontractors in effect at time of award shall remain enforce throughout the period of the award.

[END OF SECTION L]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

- (a) The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1.
- (b) The Government intends to evaluate Offerors in accordance with Section M of this RFP and make contract award to the responsible Offeror(s) whose proposal(s) represents the best value to the U.S. Government.
- (c) The submitted technical information will be evaluated by a technical evaluation committee using the technical criteria below. The evaluation committee may include industry experts who are not employees of the Federal Government. When evaluating the competing Offerors, the Government will consider the written qualifications/capability information provided by the Offerors, and any other information obtained by the Government through its own research.
- (d) For overall evaluation purposes, technical factors are considered **significantly more important than** cost/price factors.

M.2 TECHNICAL EVALUATION CRITERIA

Technical proposals will be evaluated in accordance with the following evaluation factors. Each factor is accorded a specific weight measured by points (totaling 100), so that Offerors will know which areas require emphasis in the preparation of proposals. Each factor is followed by a description of aspects USAID will consider in deciding a score, in descending order of importance.

1) Technical Approach (40 points)

- Quality Control Approach – Demonstrates coherent approach to systematically ensure the quality of MECLA Task Order deliverables for each of the four tasks described in Section C4: Monitoring Services; Evaluation and Assessment Services; Collaborating, Learning and Adapting Services; and Knowledge Management Services.
- Effective Feedback Loops – Demonstrates competence (through examples and/or professionally recognized theoretical design) in the USAID program cycle and applying monitoring, evaluation and learning can be channeled by partner USAID Missions back into adaptive project implementation and policy making.
- Collaboration – Demonstrates the ability to identify strengths and shortcomings in collaboration among stakeholders in development programs, and to strengthen collaboration to promote programmatic outcomes.

2) Organizational and Networking Capacity and Specialized Experience (40 Points)

- Organizational Capacity – Demonstrates capacity to simultaneously manage multiple MECLA TOs, drawing upon the full range of available resources, skills, and experience at the disposal of the Offeror and proposed subcontractors.

- Network Capacity – Demonstrates the ability to recruit expertise (Short Term Technical Assistance) to cover: the geographic range of USAID/Southern Africa; the programmatic breadth of USAID missions and country offices; and the range of the four Tasks outlined in Section C.
- Specialized Experience – Demonstrates relevant experience and/or knowledge and ability (e.g. citing evidence-based best practice) to contribute to and advance the tasks described in Section C.

3) Past Performance (20 Points)

- The Offeror and each proposed major sub-contractor’s performance information will be used for both responsibility determination and best value decision. USAID may use performance information obtained from other than the source identified by the Offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the referenced provided and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an Offeror’s performance.
- In cases where an Offeror lacks relevant past performance history, or in which information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably on past performance. When this occurs, an Offeror lacking relevant performance history is assigned a “neutral” rating. Prior to assigning a "neutral" past performance rating, the Contracting Officer may take into account a broad range of information related to an Offeror's performance.
- Adverse past performance information to which the Offeror previously has not had an opportunity to respond will be addressed in accordance with the policies and procedures set forth in FAR 15.3
- USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current.
- The contractor performance information determined to be relevant will be evaluated in accordance with the elements below:
 - Quality of product or service, including consistency in meeting goals and targets, and cooperation and effectiveness in fixing and learning from problems.
 - Cost control, including forecasting costs as well as accuracy in financial reporting.
 - Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient operation of tasks.
 - Customer satisfaction, including satisfactory business relationship to clients, initiation and management of several complex activities simultaneously, coordination among subcontractors and developing country partners, prompt and satisfactory correction of problems, and cooperative attitude in fixing problems.

- Effectiveness of key personnel including effectiveness and appropriateness of personnel for the job, and prompt and satisfactory changes in personnel when problems with clients are identified.

M.3 COST/PRICE EVALUATION

- (a) Cost proposals will be evaluated, but will not be rated.
- (b) Cost/price analysis will be performed in accordance with FAR 15.404-1(d) as applicable to determine whether the proposed cost/prices is reasonable, realistic, competitive and complete for the work to be performed, reflects a clear understanding of the requirements, and is consistent with the unique methods of performance set forth in the Offeror's technical proposal and budget narrative.
- (c) The evaluation will be based upon the cost/price matrix (see Section J) and the supporting narrative provided by the Offeror.
- (d) USAID will conduct a cost evaluation to determine if the proposed costs (i.e., the ceiling daily rates, provisional and ceiling indirect cost rates, and ceiling on fixed fee) are reasonable. This evaluation is conducted with the expectation of adequate cost/price competition and will rely heavily on market forces to determine whether the proposed cost/price is fair and reasonable. The comparison of proposed cost/price in response to this solicitation is the preferred technique for this evaluation. USAID will also compare the proposed cost/price to historical cost/price paid for the same or similar services and the independent government cost estimate. Other techniques and procedures set forth in FAR 15.404-1(b), if deemed necessary, may be used to ensure proposed cost/price is fair and reasonable.

M.4 DETERMINATION OF COMPETITIVE RANGE

- (a) The competitive range of Offerors with whom negotiations will be conducted (if necessary) will be determined by the contracting officer pursuant to FAR 15.306(c). A competitive range determination (if necessary) may take place at any point in the evaluation process.
- (b) Offerors are advised that, in accordance with FAR 52.215-1, if the contracting officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.5 SOURCE SELECTION

- (a) The overall evaluation methodology set forth above will be used by the contracting officer as a guide in determining which proposal(s) offer the best value to the U.S. Government. In accordance

with FAR 52.215-1, and as set forth in Section L of this solicitation, award will be made by the contracting officer to the responsible Offeror(s) whose proposal(s) represents the best value to the U.S. Government after evaluation in accordance with all factors and sub-factors in this solicitation.

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

M.6 CONTRACTING WITH SMALL BUSINESS CONCERNS

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

[END OF SECTION M]

ATTACHMENTS**ATTACHMENT 1 - CONTRACTOR PERFORMANCE REPORT-SHORT FORM****Contractor Performance Report Template**

CONTRACTOR PERFORMANCE REPORT - SHORT FORM	
PART I. Contract Information (to be completed by Offeror)	
1. Name of Contracting Entity:	2. Contract No.:
	3. Contract Type:
Dates:	4. Contract value (TEC):
5. Description of Work/Services:	
6. Problems: (If problems encountered on this contract, explain corrective action taken.) N/A	
7. AED Contact (Name, Telephone # and E-Mail Address):	
a. Contracting Officer:	
b. Technical Officer (COR):	
8. Offeror: Academy for Educational Development	
9. Information Provided in Response to RFP No.:SOL-674-16-000024	
PART II. Performance Assessment (to be completed by Agency):	
1. Quality of product or Service. Comment:	

2. Cost Control. Comment:	
3. Timeliness of performance. Comment:	
4. Customer satisfaction - client. Comment:	
5. Customer satisfaction - end users. Comment:	
6. Effectiveness of key personnel. Comment:	
Information Provided By: Phone/Fax/Internet address: Date:	Name: Information Collected By: Name/Office: Signature:
OMB NO.: 9000-0142	

[END OF ATTACHMENT 1]

ATTACHMENT 2: LINKS TO USAID/MISSIONS THROUGHOUT SOUTHERN AFRICA

Angola – <https://www.usaid.gov/angola>

Botswana – <https://www.usaid.gov/botswana>

Comoros – Managed by USAID/Southern Africa, <https://www.usaid.gov/southern-africa-regional>

Lesotho – Managed by USAID/Southern Africa, <https://www.usaid.gov/southern-africa-regional>

Madagascar – <https://www.usaid.gov/madagascar>

Malawi – <https://www.usaid.gov/malawi>

Mauritius – Managed by USAID/Southern Africa, <https://www.usaid.gov/southern-africa-regional>

Mozambique – <https://www.usaid.gov/mozambique>

Namibia – <https://www.usaid.gov/namibia>

Seychelles – Managed by USAID/Southern Africa, <https://www.usaid.gov/southern-africa-regional>

South Africa – <https://www.usaid.gov/south-africa>

Swaziland – Managed by USAID/Southern Africa, <https://www.usaid.gov/southern-africa-regional>

Zambia – <https://www.usaid.gov/zambia>

Zimbabwe – <https://www.usaid.gov/zimbabwe>

[END OF ATTACHMENT 2]