



# USAID | GEORGIA

FROM THE AMERICAN PEOPLE

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Closing Date/Time: 05/08/2020 11:00AM Georgian Standard Time

Subject: Request for Proposals (RFP) No. 72011420R00002

USAID/Georgia

The United States Agency for International Development (USAID) is seeking proposals to provide Human and Institutional Capacity Development (HICD) assistance as described in the attached Request for Proposals (RFP). USAID anticipates the award of a Cost-Plus Fixed Fee (CPFF) Contract, set-aside for award to small business. The total estimated contract (TEC) value will not exceed \$10M.

Please refer to Section L for information regarding proposal requirements. Offerors should take into account the expected delivery time required by the proposal transmission method they choose, and they are responsible for ensuring proposals are received at USAID by the due date and time as specified in Section L. Failure to comply with the submission date will deem any submission unacceptable and it will not be reviewed or evaluated. Faxed proposals are not acceptable, nor will they be reviewed or evaluated.

Section L of the RFP sets forth all instructions for the preparation and submission of required proposal contents, including critical dates/times for the submission of questions, and the proposal submission 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 in no way obligates USAID to award a contract nor does it commit USAID to pay any cost incurred in the preparation and submission of a proposal. Award of a Contract under this RFP is subject to availability of funds and other internal USAID approvals.

This RFP can be viewed and downloaded from <https://beta.sam.gov/>. USAID bears no responsibility for data errors resulting from transmission or conversion processes. Further, be aware that amendments to solicitations are occasionally issued and will be posted on the same website from which you downloaded the solicitation. USAID advises to regularly check the above website for amendments.

By email only, please submit all questions regarding this RFP no later than the date and time listed above to [ibakradze@usaid.gov](mailto:ibakradze@usaid.gov).

Sincerely,

/s/

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ROBERT CLAUSSEN

Contracting Officer, USAID/CAUCASUS



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## SECTION B - SUPPLIES OR SERVICES/PRICES

## B.1 PURPOSE

The purpose of the activity is to achieve lasting results in the human and institutional capacity development of key strategic partner institutions in Georgia that play an important role in advancing the country's Journey to Self-Reliance (J2SR). These may include governmental, non-governmental, and private sector entities for all types of Human and Institutional Capacity Development (HICD) services. USAID technical assistance under this contract will increase the organizational integrity, operational effectiveness, and long-term viability of these key partner organizations, which, in turn, anchor the country's J2SR across all development sectors.

## B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) Completion-type contract. For the consideration set forth below, the Contractor will achieve the performance objectives and deliverables, or outputs described in Sections C, and F and otherwise comply with all contract requirements

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

(a) For the five-year contract period, the estimated cost for the performance of the work required hereunder, exclusive of fixed fee, is \_\_\_\_\_ [ TBD ]. The fixed fee, is \_\_\_\_\_ [ TBD ]. The estimated cost plus fixed fee, if any, is \_\_\_\_\_ [ TBD ].

(b) Within the estimated cost plus fixed fee specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee) for performance hereunder is \_\_\_\_\_ [ TBD ]. The Contractor must not exceed the aforesaid obligated amount, unless authorized by the contracting officer pursuant to the clause of this contract entitled "Limitation of Funds (APR 1984)" FAR 52.232-22.

(c) Funds obligated hereunder are anticipated to be sufficient through \_\_\_\_\_ [ TBD ]. [TBDs will be filled in a time of award].

## B.4 BUDGET

The following itemized budget sets forth the estimates for reimbursement of dollar costs for line items of cost and the fixed fee.

CLIN	Item	Total (USD\$)
001	Total Direct Cost (excluding fee)	_____
002	Subcontracts	_____
003	Total Indirect Cost	_____
004	Fixed Fee	_____
	Total Estimated Cost Plus Fixed Fee	_____

[Budget will be filled at time of award]

## B.5 PAYMENT OF FIXED FEE

\$TBD is the maximum fixed fee to be paid in accordance with this Section B.4. Subject to FAR 52.216-8 “Fixed Fee” and the following. The Contractor will be paid the proportion of the fixed fee that corresponds to the proportion of allowable direct costs incurred by the Contractor during the period covered by the invoice. Notwithstanding the foregoing, the Contractor’s fixed fee is in consideration of the accomplishment of the deliverables or outputs described in Sections C, D, and F, as well as complying with all Contract requirements. If the Contracting Officer determines that this method results in paying a disproportionately higher ratio of fixed fee than the percentage of work that the Contractor has completed, then the Contracting Officer may suspend further payment of any fixed fee until the Contractor has made sufficient progress to justify further payment. Subject to the Contracting Officer’s discretion, if the Contractor subsequently completes the delayed work such that costs incurred are proportionate to work completed, the Contracting Officer may approve payment of the amount of the fee that was suspended. [TBD will be completed at time of award]

#### B.6 INDIRECT COSTS

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

Description	Rate	Base	Type	Period
TBD	TBD%	1/	1/	1/
TBD	TBD%	2/	2/	2/

1/ Base of Application: TBD

Type of Rate: TBD

Period: TBD

2/ Base of Application: TBD

Type of Rate: TBD

Period: TBD

[This section will be completed at time of award]

#### B.7 COST REIMBURSEMENT

Allowable costs will be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment (JUN 2013), FAR 52.216-8 (JUN 2011), Fixed Fee, if applicable, and AIDAR 752.7003 (NOV 1998), Documentation for Payment.

END OF SECTION B

## SECTION C - STATEMENT OF WORK

## The USAID Human and Institutional Capacity Development Activity in Georgia

## 1. OVERVIEW

Georgia is at a critical juncture in its Western-oriented development trajectory where bringing the institutional capacity of its state- and non-state institutions into conformity with expressed commitment on the policy side is key to ensuring a democratic, growth-oriented, and inclusive Journey to Self-Reliance (J2SR). Over the years, Georgia has shown a clear commitment to advancing a wide array of economic, social, reforms on this path; however, it has not been matched by a commensurate capacity of local institutions to fully execute. A comparison of Georgia's J2SR Country Roadmaps for FY 2019 and FY 2020 validates this mismatch, with the aggregated Country Commitment score decreasing slightly (with a statistically insignificant change from 0.66 to 0.65) and the aggregated Country Capacity score falling from 0.73 to 0.66.<sup>1</sup> The gap between policy and practice has manifested itself in nearly all sectors. The declining level of Country Capacity will impede the implementation of Georgia's reforms, and it may decelerate the country's progress toward its strategic goals of Euro-Atlantic integration and self-reliance. Therefore, it is important that local governmental, nongovernmental, and private sector institutions that play an important role in achieving these goals strengthen their institutional capacity in a systematic and systemic manner. As the Mission is shifting its focus from broad institutional and procedural reform to mitigating potential backsliding in the political / governance space and ensuring that the Georgian government is accountable to its citizens at all levels of government, local institutions involved in this transition will need Human and Institutional Capacity Development (HICD) assistance to achieve this objective successfully and effectively. In a similar vein, HICD assistance will meet the needs of institutions that the Mission will partner with as it starts shifting focus from entry-level economic capacity-building efforts to enterprise-level engagement efforts focused on high-value employment opportunities, capitalizing on the sustainable management of Georgia's significant human resources.

As the Georgian government continues to seek an optimum organizational structure to enable the effective delivery of reforms, recurrent structural and personnel changes will continue to require assistance of experts in human and institutional capacity development (HICD) to avoid possible management and administrative inefficiencies. In the wake of Georgia's 2020 parliamentary elections, the demand for HICD interventions with a quick turnaround time and a holistic approach is also likely to increase. USAID's Human and Institutional Capacity Development Activity in Georgia contributes to Georgia's J2SR by assisting the Mission's strategic partner organizations (that include governmental, nongovernmental, and private sector entities) to address administrative limitations and performance gaps that impede the effective implementation of key reforms, including those related to the European Union Association Agreement, Decentralization, and Civil Service Reform. Civil society organizations (CSOs) and private sector entities (e.g. management consultancies) also face challenges related to institutional performance. Many CSOs, including the stronger ones, are dependent on/led by strong individuals whose departure weakens or threatens the integrity of these institutions. There is a stark contrast between the capacities of a handful of Tbilisi-based CSOs and those outside of the capital city.

While this new activity builds on the experience and success<sup>2</sup> of the Mission's current and previous HICD activities, it aims to diversify its services to match the varying levels of need, institutional capacity, and commitment to the agreed HICD goals of the partner institutions requiring HICD assistance. It also seeks

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<sup>1</sup> <https://selfreliance.usaid.gov/country/georgia>

<sup>2</sup> Please follow these links for success stories under the current HICD efforts: <https://www.youtube.com/channel/UCYvB4PuRA8zSsnJlj9v1qQA>  
[https://www.facebook.com/pg/HICD2020/notes/?ref=page\\_internal](https://www.facebook.com/pg/HICD2020/notes/?ref=page_internal)

to develop innovative means of HICD knowledge and resource sharing by establishing a Center of Excellence. The Contractor will be required to develop and implement a credible and measurable plan to develop the capacity of its local subcontractors to compete for and manage large donor awards in the future. Lastly, the activity will continue providing participant training support services to USAID-sponsored exchange visitors planning to travel to the United States.

## 2. THEORY OF CHANGE, PURPOSE, AND END RESULTS

The activity will advance the Agency’s strategic goal on self-reliance of its partner countries and the Mission’s development objectives for Georgia. The central tenet of the self-reliance theory of change is that country *capacity* (i.e. how far the country has come in its journey across the dimensions of political, social, and economic development, including the ability to work across these sectors) and *commitment* (i.e. how well a country’s laws, policies, actions, and informal governance mechanisms—such as cultures and norms—support progress towards self-reliance) to plan, finance and manage the development journey are key, mutually reinforcing aspects that largely determine a country’s self-reliance. Progress along the J2SR depends on a country’s ability to govern itself effectively and accountably; design and implement transparent, responsible and effective policies; mobilize adequate resources effectively; deliver services efficiently and equitably; grow its economy inclusively; and adapt to changing circumstances. Georgia cannot achieve self-reliance without high-performing government, nongovernmental, and private sector institutions committed to and capable of driving the country’s J2SR agenda.

Therefore, the purpose of the activity is to achieve lasting results in the human and institutional capacity development of key strategic partner institutions in Georgia that play an important role in advancing the country’s J2SR. These may include governmental, non-governmental, and private sector entities for all types of HICD services. USAID technical assistance under the new mechanism will increase the organizational integrity, operational effectiveness, and long-term viability of these key partner organizations, which, in turn, anchor the country’s J2SR across all development sectors.

While the specific types of required services are described in Section 3, below is a summary of the planned end results and related indicators:

- Recipients of HICD services achieve measurable and demonstrable improvements in their institutional performance.  
*Illustrative Indicator: Key Performance Indicators (KPIs) and/or scorecards for Individual Institutions with baseline data and targets.*
- Recipients of Long-Term HICD services achieve and sustain high levels of effective performance, enabling them to identify and address performance gaps independently.  
*Illustrative Indicator: Increased levels of continuous institutional improvement systems and culture.<sup>3</sup>*
- Recipients of Last-Mile HICD services develop as the role models of Georgia’s J2SR with the highest levels of customer/stakeholder satisfaction.  
*Illustrative Indicator: Customer/stakeholder satisfaction rate.*
- The activity establishes and operationalizes the Center of Excellence (CoE) as an effective, innovative, and sustainable hub for knowledge and resource management in the field of HICD, advancing Georgia’s J2SR:  
*Illustrative Indicator: The rate of usage of CoE resources by the partner institutions to*

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<sup>3</sup> These can be measured against the six institutional performance factors specified in the HICD Handbook (although offerors are free to propose alternatives): ENVIRONMENTAL: Information, Resources and Tools, and Incentives; and INDIVIDUAL: Knowledge and Skills, Capacity, and Motives

*meet their HICD needs.*

- The subcontractors develop systems, policies, and procedures that enable them to compete for and manage large donor awards either independently or as a consortium.

*Illustrative Indicator: KPIs developed using baseline data, targets, and levels of performance and included in the offeror's proposal.*

- USAID-sponsored exchange visitors successfully avail of the contractor's participant training (J-1 Visa) processing services.

*Illustrative Indicator: Customer satisfaction rate.*

### 3. TYPES OF SERVICES TO BE PROVIDED BY THE USAID HUMAN AND INSTITUTIONAL CAPACITY DEVELOPMENT ACTIVITY

Selection process: Requests for HICD services will be selected on an annual and rolling bases. The Contractor will work closely with the Contracting Officer's Representative (COR) and USAID's technical teams to identify nominees for appropriate types of HICD assistance on an annual basis. The Contractor may be requested to carry out an initial assessment of the nominated institutions to gauge the degree of their buy-in, readiness, and commitment to the requested HICD assistance. The selected interventions will constitute the Contractor's annual work plan. The Contractor will retain the capacity to respond to requests on a rolling basis throughout the year too, making corresponding amendments to the work plan in coordination with the COR. Nominations will be allowed from multiple sources, i.e. the Mission, the Contractor, other implementing partners, potential partner organizations, or sector-specific calls for nominations as/if requested by the Mission and managed by the Contractor. The Mission may request the Contractor to carry out consultations with the nominees to ascertain the level of their institutional capacity and commitment to prospective HICD assistance and recommend the appropriate type of HICD service. The Mission will have the final say in selecting partner organizations for HICD assistance. The final selection of partner organizations for HICD assistance requires written approval by the COR after internal USAID review as deemed appropriate by the Mission.

Selection criteria: The following factors will be taken into consideration in the course of identifying and selecting partner organizations:

Strategic fit: Alignment of potential partner organization's goals and objectives with the Mission's Country Development Cooperation Strategy (CDCS), J2SR priorities, and the U.S. Government Assistance Objectives for Georgia.

Relevance: Assistance must clearly address institutional performance needs. Requests should fall under one of the three types of HICD services.

Synergies with other technical assistance efforts.

Commitment and buy-in of partner organizations, demonstrated by allocating commensurate resources (e.g., personnel, space) to implement the requested activity and sustain its results.

#### 3.1 HICD SERVICES



The degree of the partner institutions' capacity of and commitment<sup>4</sup> to advancing Georgia's J2SR, as well as the level of their institutional performance will inform the selection of the specific type of HICD service to be provided. The HICD services will include Long-Term, Short-Term, and Last-Mile HICD services.

### 3.1.1. Long-Term HICD Services to SUPPORT institutions with low commitment and low capacity.

*Overall, the Mission expects the activity to support approximately 10 entities with these services.*

Under this component, the Contractor will deliver, in accordance with USAID's HICD Handbook, capacity-building services. The Contractor will be encouraged to draw on a wide range of advanced tools and approaches tailored to the needs of the partner institution at different stages of the HICD cycle.<sup>5</sup> The key features of Long-Term HICD interventions are as follows:

- Long-Term HICD services are designed to offer the full range of HICD services with a quick turnaround time. The services include obtaining stakeholder inputs to define desired changes in performance, conducting institutional performance assessments (PA) to identify performance gaps and create baseline data, developing recommended performance solutions to address the gaps, and establishing internal monitoring and evaluation systems that the partner institutions will use to measure progress, report on results, and identify any emerging gaps going forward.
- The Contractor will work with the partner institutions to develop KPIs and targets based on the baseline data collected during the PAs.
- The Contractor will work with the partner institutions and USAID closely to develop and implement selected performance solutions. The implementation of the selected solutions will be based on the sequential phases of performance solutions to build activities logically on the successful completion of preceding activities.
- The Contractor will have the requisite internal capacity to carry out PAs and implement multiple performance solutions through its subcontractors. It will also retain the capacity to subcontract additional services or short-term technical assistance (STTA) experts in case the subcontractors do not have the required expertise.
- As applicable, the Contractor will field joint PA teams of HICD experts and subject-matter experts (i.e. sector-specific experts specialized in the respective area of expertise of the partner institution).
- The Contractor will work with the partner institutions to develop and agree on specific commitments (including the designation of an HICD Champion)<sup>6</sup> for each HICD intervention under this component. As applicable, these may include the partner institutions' commitment to cost-share.
- The Contractor will document the entire cycle to provide demonstrable evidence of progress made by the partner institution.

### 3.1.2. Short-Term HICD Services to PARTNER with institutions with high commitment and low capacity.

<sup>4</sup> For the detailed definitions of commitment and capacity, please refer to USAID's Self-Reliance Metrics, FY 2019 Methodology Guide: [https://selfreliance.usaid.gov/docs/USAID\\_Self-Reliance\\_Metrics\\_FY\\_2019\\_Methodology\\_Guide.pdf](https://selfreliance.usaid.gov/docs/USAID_Self-Reliance_Metrics_FY_2019_Methodology_Guide.pdf) and the FY 2020 Georgia J2SR Country Roadmap: <https://selfreliance.usaid.gov/country/georgia>

<sup>5</sup> Offerors are also encouraged to read USAID's paper series on capacity and capacity strengthening: <https://usaidlearninglab.org/library/self-reliance-learning-agenda-paper-series-capacity-and-capacity-strengthening>

<sup>6</sup> Partner institutions select and designate HICD Champions who are involved in the implementation of the HICD activities, benefit from on-the-job training received throughout the program cycle, and ensure continuity of results after the end of the HICD project.

*Overall, the Mission expects the activity to partner with 30 entities with these services.*

Under this component, the Contractor will deliver the following HICD services:

The Contractor will provide targeted, Short-Term HICD services to partner institutions that demonstrate specific needs and are deemed to be of particular importance to the success of the Mission's CDCS and J2SR priorities. These assistance activities will require a significantly lower level of effort. A key distinguishing factor between a Long-Term and Short-Term HICD Services is that in the latter category, only one component of the full HICD cycle is implemented. This could be a PA only, a performance solution based on a pre-existing PA, or a monitoring system that will equip the partner institution with a long-term capability to monitor performance and identify emerging gaps independently (see the illustrative activities below). The Contractor will work with the partner institution to develop and agree on specific commitments, including the designation of an HICD Champion, for each intervention under this component. As applicable, these may include the partner institutions' commitment to cost-share. The offeror will have the requisite internal capacity to provide many of the approved Short-Term HICD services through its subcontractors. It will also retain the capacity to subcontract additional services or short-term technical assistance (STTA) experts in case the subcontractors will not have the required expertise.

Illustrative activities under this component include (but are not limited to):

- Conduct PAs, with the partner institution taking responsibility for the implementation of recommended performance solutions;
- Develop recommendations to newly established entities on an appropriate organizational set-up in line with the applicable legal requirements;
- Support the partner institution to manage the organizational restructuring process necessitated by related legal changes;
- Support the partner institution to develop or improve the Human Resources (HR) systems and policies;
- Support the partner institution to develop or improve the financial management system;
- Support the partner institution to develop or improve strategic communications and public relations strategies; or
- Support the partner institution to develop or improve its data gathering and monitoring capacity to inform its policymaking and performance.

### 3.1.3. Last-Mile HICD Services to EMPOWER institutions with high commitment and high capacity.

*Overall, the Mission expects the activity to empower approximately 10 entities with these services.*

Under this component, the Contractor will deliver the following HICD services:

On its J2SR, Georgia needs advanced, high-performing institutions that have management systems, tools, and procedures that meet international standards. The Contractor will offer assistance opportunities to leading local institutions that require catalytic efforts to establish them as drivers of J2SR and role models suitable for emulation / replication across their given sectors, and, where appropriate, in other country contexts. Hence, a key distinguishing factor between the Last-Mile and the other two types of the HICD services is that the former is designed for high-performing entities, i.e. those that have already come a

long way in developing HICD systems and are in need of last-mile assistance efforts to establish themselves as the leaders of Georgia's J2SR that other institutions can learn from. These may include (but are not limited to) the need to obtain international certification in management systems, certification of key/top staff in project or organizational management, leveraging partnership opportunities with local and international peer organizations, etc. The Contractor will retain the capacity to subcontract additional services or STTA experts in case the subcontractors will not have the required expertise to provide these services. In the course of implementing the Activity, some partner institutions receiving or having received Long-Term HICD assistance may become ready for a shift to the Last-Mile category. The Contractor will be required to have the capacity to carry out last-mile readiness assessments for such entities, and provide recommendations to the Mission accordingly. The Contractor will also encourage networking among qualified target entities receiving Last-Mile HICD services to act as the drivers of J2SR and as role models for other organizations with lower levels of commitment and capacity.

The Contractor will work with the partner institution to develop and agree on specific commitments (including the designation of an HICD Champion) for each HICD intervention under this component. As applicable, these may include the partner institutions' commitment to cost-share.

### 3.2. CENTER OF EXCELLENCE (CoE)

Under this component, the Contractor will establish a CoE for effective knowledge management, knowledge sharing, and innovation in the field of HICD that will be accessible to a broad range of local institutions in Georgia. The Contractor will establish the CoE before the end of Year 1 of contract performance. The CoE will aim to achieve greater efficiencies and innovation in harnessing the best practices in the field of HICD and developing ones that can benefit multiple local institutions. Activities of the CoE will be closely coordinated with the activity MEL plan to ensure cross-fertilization and symbiotic linkages and feedback loops.

Illustrative approaches and activities under this component include the following:

- Draw on USAID's CLA model to facilitate continuous learning;
- Synthesize the best practices developed in the course of the activity implementation, including those demonstrating correlations between improved performance and achievement of institutions' goals and contributions to Georgia's J2SR;
- Analyze lessons learned and recommendations to improve current HICD approaches or strategies aimed at longer-term institutional behavior change;
- Build the capacity to carry out small-scale research or surveys to assess the overall institutional capacity in a sector selected by USAID;
- Provide space for innovation that could tackle (but are not limited to) these illustrative questions:
  - How can or should the activity use technology (e.g. apps, existing/open-source software or computer-based training (CBT) resources) to improve its services or maximize their impact?
  - How can the activity further its efforts to help partner entities develop or use advanced self-assessment tools?
  - How can the activity reach institutions in remote areas?
  - How can the activity leverage the experience of the private sector entities or educational/research institutions in the field of HICD/organizational development?

Activities under this component will contribute to the Agency's Self-Reliance Learning Agenda (SRLA),<sup>7</sup> which focuses on broader discussions about aid effectiveness and local ownership within the international development community.

### 3.3 LOCAL SUBCONTRACTOR DEVELOPMENT

The Contractor will develop the capacity of its local subcontractors who, by the end of contract performance, will have the systems, policies, and procedures enabling them to compete for and implement large donor awards either independently or as a consortium. The Contractor will utilize rigorous baseline data, KPIs, and means of verification in the accomplishment of this component.

### 3.4. PARTICIPANT TRAINING SUPPORT SERVICES

Every year, the Mission funds multiple training activities for Georgian citizens through its implementing partners. These include in-country, third-country, and U.S.-based training events. The training activities include: (a) those funded and managed by the Mission's implementing partners, and (b) technical forums to advance broad organizational performance improvement and related HICD goals of the partner organizations.

Not all of the Mission's implementing partners nominating and funding training participants are familiar with or have the capacity to administer participant processing services as required by ADS 252 (Visa Compliance for Exchange Visitors) and ADS 253 (Participant Training for Capacity Development). To ensure that the ADS requirements are adhered to, the Contractor will provide the following services to the Mission's implementing partners:

- Coordinate Security Risk and Fraud Inquiry (SRFI) with the Mission;
- Manage Health and Accident Coverage (HAC) enrollment;
- Provide visa processing support, including the preparation of the supporting documents for their J-1 visa applications;
- Design and facilitating pre-departure orientation for participants on all aspects of USAID sponsorship, in accordance with USAID policy;
- Work with the Mission's implementing partners to track and report participants and activities that are fully or partially funded by USAID on a quarterly basis. For in-country or third-country Participant Training and technical support, the exclusive use of the agency's TraiNet reporting system is required. For any training or related technical support activities based in the U.S., TraiNet and the USAID Visa Compliance System (VCS) are both required.<sup>8</sup>
- Design Contractor staff to serve as R1/R2 to enter exchange visitor data and upload support information in TraiNet; and
- Monitor participants for punctuality and completion of their program and return to home country.

To administer the above services in an efficient and timely manner, the Contractor will coordinate closely with the implementing partners requesting support for nominated training participants. The COR will concur on the participant processing requests submitted by the Mission's implementing partners. The COR will assist the Contractor in liaising with the Embassy Regional Security Office to carry out the mandatory SFRI. The COR will assist the Contractor in liaising with the Mission's R3 to approve the Contractor's requests for participant processing in the VCS.

<sup>7</sup> <https://www.usaid.gov/selfreliance/self-reliance-learning-agenda>

<sup>8</sup> USAID is currently working to replace the TraiNet and VCS systems with a new system called TEAMS.

### 3.5. Note on the number of HICD Interventions

The Contractor will implement approximately 10 Long-Term HICD, 30 Short-Term HICD, and 10 Last-Mile HICD interventions. The targets may be revisited on an annual basis taking into account the actual costs of implemented or committed HICD projects and providing space for adaptive management. Based on past experience, the Contractor should expect to receive approximately 40 requests for participant processing per annum. The Contractor will establish the CoE before the end of Year 1 of contract performance.

The Contractor will comply with all applicable U.S. Government policies as per the requirements of ADS 252, ADS 253, and the HICD Handbook.

END OF SECTION C

## SECTION D - PACKAGING AND MARKING

### D.1 AIDAR 752.7009 MARKING (JAN 1993)

(a) It is USAID policy that USAID-financed commodities and shipping containers, and program construction sites and other program 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 program construction sites and other program 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 program site is located.

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

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

### D.2 MARKING AND BRANDING POLICY

(a) The Contractor must 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” (Version from January 8, 2007) at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID “Graphic Standards Manual” available at [www.usaid.gov/branding](http://www.usaid.gov/branding), or any successor branding policy.

(b) Pursuant to ADS 320.3.2 USAID policy requires exclusive branding and marking in USAID direct acquisitions.

(c) “Exclusive Branding” means that the program is positioned as USAID’s, as showcased by the activity name.

(d) “Exclusive Marking” means that contractors may only mark USAID-funded programs, projects, activities, public communications, and commodities with the USAID Standard Graphic Identity and, when applicable, the host-country government or ministry symbol or another U.S. Government logo.

(e) Prime and subcontractors’ corporate identities and logos must not be used on USAID-funded program materials in accordance with USAID policy.

### D.3 BRANDING AND MARKING STRATEGY

In accordance with ADS 320 Branding and Marking, and USAID’s overall policy, all assistance delivered through this program must be clearly credited to the American People. This Branding

Strategy outlines the framework in which materials and communications use to promote the program deliver the message that the assistance is from the American People, as well as to ensure appropriate use of the USAID identity markings. The branding strategy for this contract, as specified in USAID ADS 320.3.2.1, is as follows:

Per ADS 320.3.2.1, the Branding Strategy for this contract is as follows:

- The program will be known as “The USAID Human and Institutional Capacity Development Activity in Georgia”.
- The USAID brand identity must be posted at every static support position.
- The USAID brand identity must be prominently positioned during public events and used on all reports and printed materials produced under the USAID Human and Institutional Capacity Development Activity in Georgia.
- Contractor employee business cards will not be marked with the USAID brand identity, but will show that the person is a Contractor employee.
- Contractor employee email and correspondence will be marked so that any person reading the document can know this a Contractor employee.
- Where required, the USAID logo should be of equal or greater prominence than all other logos and symbols. At this time we do not foresee the need for any branding exceptions or waivers.

#### D.4 BRANDING IMPLEMENTATION AND MARKING PLAN

##### Branding Implementation Plan (BIP):

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

More specifically, Branding Implementation Plan must address the following:

1. How to incorporate the message, “This assistance is from the American people,” in communications and materials directed to beneficiaries, or provide an explanation if this message is not appropriate or possible.
2. How to publicize the program, project, or activity in Georgia and a description of the communications tools to be used. Such tools may include the following:
  - a) Press releases
  - b) Press conferences
  - c) Media interviews
  - d) Site visits
  - e) Success stories
  - f) Beneficiary testimonials
  - g) Professional photography
  - h) PSAs
  - i) Videos, and
  - j) Webcasts, e-invitations, or other e-mails sent to group lists, such as participants for a training session, blast e-mails, or other Internet activities, etc.
3. The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people, or an explanation if this is not appropriate or possible.

Such milestones may be linked to specific points in time, such as the beginning or end of a program, or to an opportunity to showcase publications or other materials, research findings, or program success. These include, but are not limited to, the following:

- a) Launching the program
- b) Announcing research findings
- c) Publishing reports or studies
- d) Spotlighting trends
- e) Highlighting success stories
- f) Securing endorsements from ministry or local organizations
- g) Promoting final or interim reports, and communicating program impact/overall results.

Marking Plan (MP):

Marking Plan shall be developed to enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with the identity of both donors. Where applicable, a host-country symbol or ministry logo may be added.

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

1) Contract deliverables to be marked with the USAID Identity must follow design guidance for color, type, and layout in the Graphic Standards Manual.

2) The Marking Plan requirements:

- a. Commodities or equipment must prominently display the USAID Identity.
- b. Public communications that are print products must prominently display the USAID Identity. These communications include, but are not limited to, the following:

- Publications
- Reports
- Research results, studies, and evaluations
- Brochures, leaflets, informational, and promotional materials
- Folders
- Success stories
- Posters
- Banners and Signs
- Print PSAs, newspaper supplements and other paid placements such as advertorials
- (Non-administrative) advertisements about program events/activities
- Training manuals, workbooks, and guides
- Press releases, fact sheets, media advisories and
- Letterhead used for program-related purposes (invitations to events, etc.,)

3) Public communications that are audio, visual, or electronic must prominently display the USAID Identity. Such communications include, but are not limited to, the following:



- Web sites
- Videos
- CDs and DVDs
- TV PSAs
- PowerPoint and other program-related presentations
- Mass distribution electronic mail sent for program purposes, and
- Radio PSAs, which must include an audio tag, such as, “Made possible by USAID: From the American people.”

[FINAL Branding and Marking Plan will be incorporated at time of award]

END OF SECTION D

## SECTION E - INSPECTION AND ACCEPTANCE

## E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

## FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

Clause	Number Clause Title	Date
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	JAN 2014
52.246-3	INSPECTION OF SUPPLIES – COST REIMBURSEMENT	MAY 2001
52.246-5	INSPECTION OF SERVICES – COST REIMBURSEMENT	APR 1984

## E.2 INSPECTION AND ACCEPTANCE

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

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

Unless otherwise stated, the designated COR has been delegated authority to inspect and accept all services, reports and required deliverables or outputs if specified in the contract.

## E.3 CONTRACTOR PERFORMANCE EVALUATION

Evaluation of the Contractor’s overall performance, in accordance with the performance standards below, will be conducted jointly by the Contracting Officer’s Representative (COR) and the Contracting Officer (CO), and shall form the basis of the Contractor’s permanent performance record with regard to this contract as required in FAR 42.15 and AIDAR 742.15.

- a) Quality
  - Quality and effectiveness of the Contractor's long-term key personnel, other non-key long- term professionals, and short-term specialists.
  - Quality and effectiveness of Technical Assistance given to District Entities and other partner organizations.
  - Quality and effectiveness of deliverables completed under the contract.
- b) Cost Control/Effectiveness
  - Actual costs incurred against the Contractor's cost proposal.
- c) Timeliness of Performance
  - Long Term and Short-term technical assistance are identified and fielded in a timely manner.

- Ability of the Contractor to take corrective action to compensate for delays which were outside the Contractor's control.
  - Timeliness of documents or reports submitted to USAID.
- d) Satisfaction of Relationship with USAID
- Understanding of, and adherence to, USAID regulations and procedures.
  - Effectiveness in bringing critical issues/constraints to the attention of USAID and proposing appropriate solutions.

During the period of the contract, the USAID COR will conduct periodic performance reviews to monitor the progress of work and the achievement of required results under this Contract. A variety of mechanisms will be used to monitor the progress and success of this award and the Contractor's performance in achieving agreed results:

- Monthly meetings with USAID;
- Review of Contractor's scheduled reports (which include updates to the Work Plan, fiscal expenditures and accruals, progress reports, consultancy reports, etc.);
- Feedback from host government officials, and other counterparts;
- Site visits by USAID personnel;
- Periodic impact assessments/evaluations;
- Regular planning meetings between USAID and the Contractor to finalize annual work plan and/or identify emerging priorities requiring attention;
- Coordinating committee meetings with USAID, the Contractor, the host government officials, and other stakeholders as agreed.

#### E.4 MONITORING, EVALUATION AND LEARNING (MEL) PLAN AND DATA

Monitoring and evaluation programs must be utilized in order to assess the impact of the contract activities and whether or not results are being achieved and if activities should be adjusted.

Within 60 calendar days of awarding this program, and in consultation with and subject to approval from USAID, the contractor will develop indicators and targets to track progress and achievements during the life of this program. The contractor will track and meet the agreed upon targets during the execution of the program. Development of indicators include identifying the data needs, identifying data sources, assessing the quality of sources and data, and specifying methods of collecting and processing. Monitoring, evaluation and learning (MEL) will be ongoing, collaborative process with the participation of the contractor, USAID, counterparts, and other stakeholders.

The contractor will develop and submit, with the initial annual Work Plan an overall MEL plan to the COR at USAID/Georgia for review and approval. The MEL shall track: standard indicators of the F structure; other program-specific performance indicators (both input/output and impact) as suggested by the contractor or USAID; project appraisal document (PAD)-level indicators as suggested by USAID; results, milestones, and clearly defined benchmarks including the relevant targets and timeframe; baseline information; data quality assessment plans; and learning plan. COR will work with the contractor to ensure that the MEL plan is consistent with and meet the data collection needs of the Project MEL Plan and the Mission's Performance Monitoring Plan (PMP), as well as the Performance Plan and Report (PPR).

Analysis and review of MEL data will ensure that the MEL effectively captures and adequately measures the expected outputs, results, outcomes, and high-level targeted results outlined in the work plan. The MEL shall be updated on an annual basis and presented as part of each annual work plan.

The contractor will collect and submit to USAID/Georgia all applicable MEL indicator data (actual results and updated targets, along with justifications and deviation narratives) once per fiscal year, no later than 30 days after the end of the fiscal year (i.e., September 30). The contractor will also be required to submit the MEL data in a format that is consistent with the PPR template for inclusion in the USG's central reporting platform - Facts Info NextGen. In the event that the Agency redesigns the standard F performance indicators (e.g. adds new required indicators, retires or replaces the existing ones, etc.), the contractor must revise its MEL plan to reflect the Agency's new monitoring approach.

USAID or its designee will also conduct mid-term or final evaluations of the program. At least three types of indicators will be needed:

1. Context Indicators. These are third party indicators that must be tracked but are beyond manageable interest of USAID. Target for these indicators are aspirational rather than contractual requirements.

2. Agency-wide Reporting Requirements. As part of USAID's regular reporting requirements, the contractor will collect information on standardized indicators assigned by USAID for this project.

3. Tailored program Impact and Performance Indicators. Within 60 days of start-up, the contractor will identify, with USAID input and concurrence, appropriate indicators for this program that will allow for monitoring of performance and impact over the life of the project. These will include measures of benefits from each reform addressed by the program.

END OF SECTION E

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

#### FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

Clause Number	Clause Title	Date
52.242-15	Stop-Work Order. (AUG 1989) - Alternate I	(APR 1984)

### F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is five (5) years starting from the date of award.  
[Exact date will be filled in a time of award]

### F.3 PLACE OF PERFORMANCE

Performance of this contract will be in Country of Georgia.

### F.4 AUTHORIZED WORK WEEK

The standard work week is from Monday through Friday. No overtime or premium pay is authorized under the resulting contract. The contractor is authorized up to a five-day workweek for long-term staff and up to a six-day workweek for short term technical assistance on a case by case basis with prior written approval of the designated Contracting Officer’s Representative (COR).

### F.5 AIDAR 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)

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

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

### F.6 REPORTS AND DELIVERABLES OR OUTPUTS

#### DELIVERABLES

The Contractor will submit the following reports to the COR:

**Annual Work Plans.** The Contractor will submit the first-year work plan to the COR no later than 60 (ninety) calendar days after the effective date of the award. The COR will approve the scope and format of the annual work plan developed by the Contractor. The Contractor will submit subsequent annual work plans no later than 60 (sixty) calendar days after the start of the subsequent years of contract performance. The Contractor will request the COR's approval to amend the work plan in case new HICD interventions are selected by the Mission on a rolling basis.

**Monitoring and Evaluation (MEL) Plan.** The Contractor will submit a Performance Monitoring Plan (PMP) for COR approval together with the annual work plans. The PMP will include a) indicator data related to the HICD Performance Indicators (as specified in the Contract), and b) activity-specific metrics, i.e. baseline data, targets, and M&E tools and methodology for each HICD intervention, CoE activities, and the capacity development of the subs. PMP data must meet reasonable quality criteria of validity, reliability, timeliness, precision and integrity, and be disaggregated by gender as appropriate and feasible. The Contractor will report on progress against the indicators and targets of the PMP in its quarterly, annual, and final reports.

**Final Branding and Marking Plan.** See Section D for details. Due within 60 days after contract award.

**Annual Progress Reports.** The Contractor will submit annual reports for the first four years of contract performance. The Contractor will submit annual reports to the COR no later than 20 business days following the end of the full year of contract performance. The annual reports will take the place of the fourth-quarter progress reports. The annual reports will include, but not limited to, a summary of:

- a) Annual results by all components of the award;
- b) Challenges encountered, lessons learned, and remedial action taken;
- c) If applicable, recommendations on changes to the activity directions and approaches;
- d) Success stories - approximately one-page success stories showing specific results, lessons learned, and stakeholder feedback;
- e) Review of the PMP indicators; and
- f) Budget to actual summary and detail.

**Quarterly Progress Reports.** The Contractor will submit progress reports for the first, second, and third quarters of each year of contract performance. The Contractor will submit quarterly reports to the COR no later than 10 business days following the end of the reporting period/quarter. The quarterly reports will include, but not limited to, a summary of:

- a) Quarterly results by the four components of the award;
- b) Challenges encountered, lessons learned, and remedial action taken;
- c) If applicable, recommendations on changes to the activity directions and approaches;
- d) Success stories - approximately one-page success stories showing specific results, lessons learned, and stakeholder feedback;
- e) Review of the PMP indicators; and

f) Budget to actual summary and detail.

**Brief Bi-Weekly Updates.** The Contractor will submit bi-weekly updates on key programmatic developments in accordance with specifications agreed with the COR. The updates will be due by the closing of business (Tbilisi) every other Friday.

**Interim Reporting.** The COR may request the Contractor to provide additional programmatic or financial updates needed for briefing senior USAID and State Department Officials or for reporting under the relevant foreign assistance objectives, areas, and elements.

**Consultant Reports.** Within 20 (twenty) business days after the completion of the services of consultants and/or service-providers, the Contractor will submit to the COR a report summarizing the activities, accomplishments, and recommendations of the consultant and/or service-providers.

**Accrual Reports.** The Contractor will submit a quarterly accrual report to the COR for the Task Order noting:

- (1) Total amount obligated,
- (2) Total amount invoiced for,
- (3) Total amount expended but not yet invoiced for,
- (4) Remaining unexpended funds.

**Final Report.** The Contractor will submit the final report to the COR no later than 30 business days of the completion of the award. The final report will include an executive summary with activity highlights, key activities and results by component, major challenges faced and addressed, lessons learned, a review of the PMP indicators, funds obligated and disbursed, and a summary of success stories. The final report will take the place of the fifth-year annual report.

## GEOGRAPHIC INFORMATION SYSTEM (GIS) REPORTING

The Contractor must provide the COR and Mission GIS Specialist, as identified by the COR with Activity Location Data semi-annually on April 15 and October 15. For this purpose, the Contractor must fill in the appropriate Excel Spreadsheet “Activity Location Data GIS Report Template.” This template will be provided by the COR.

The Contractor must submit annually data for several key Performance Indicators that measure the most significant outputs/deliverables of the activity by region, municipality, town or village. This data must be submitted no later than November 15 each year and must reflect the results for the previous fiscal year, i.e. the actual value of the indicator for previous fiscal year disaggregated by geographic location. The Contractor must work closely with the COR to review the activity-level MEL plan to identify jointly key Performance Indicators that reflect and convey the most important results achieved or to be achieved. USAID is interested in Performance Indicators in the MEL that can be meaningfully disaggregated by geographic location. The number of these indicators will depend upon the complexity of the activity and could range in number approximately from 1 to 10. For this purpose, the Contractor must fill in the appropriate Excel Spreadsheet “Performance Indicators GIS Report Template.” This

template will be provided by the USAID/Caucasus Program Office.

If created or acquired under this award, the Contractor must provide annually on October 15 to the COR and Mission GIS Specialist any of the following types of Geographic Data:

- Thematic data such as social and economic statistics at municipality level, poverty data, demographic and health indicators, land use, land cover, hydrology, and transportation infrastructure; USAID prefers to receive this data in GIS standard formats, however standard database formats are also allowed (e.g. poverty data can be submitted as a Microsoft Excel spreadsheet.);
- Activity specific geographic data such as the analytical output of a geographic analysis that is conducted while implementing the activity and is useful to USAID's development planning and project design purposes; or
- Any other geographic data, such as cartographic products (e.g. maps, geographic data visualizations), aerial and satellite imagery created or acquired under this award. Cartographic products submitted to USAID must be in industry standard Esri Map Document .mxd format and in high resolution .jpg or .pdf formats. All data contained in the .mxd must be submitted according to the Geographic Data standards outlined in next paragraph.

Geographic Data submitted to USAID under this paragraph must be in industry standard formats such as Shapefile (.shp) or in a File Geodatabase and include metadata. Metadata is a summary document providing content, quality, type, creation, and spatial information about a data set. It represents who, what, when, where, why and how of the resource. Metadata can be stored in any format such as a text file, Extensible Markup Language (XML), or database record. Metadata records include core library catalog elements such as Title, Abstract, and Publication Data; geographic elements such as Geographic Extent and Projection Information; and database elements such as Attribute Label Definitions and Attribute Domain Values. Geographic Data must be projected to the Geographic Coordinate System World Geodetic System 1984 (GCS WGS 1984). All data must use the World Geodetic System 1984 (WGS 1984) datum.

#### SUBMISSION OF MONITORING DATA TO DEVELOPMENT DATA LIBRARY (DDL)

In accordance with ADS 579.3.2, the Contractor must submit any dataset created or collected with USAID funding to the DDL, using an online platform. The frequency of data submission will be determined by the Contractor but will normally occur on an annual basis. Types of data submitted to the DDL must include, but are not limited to, the data collected as part of performance monitoring, survey data, research, etc.

#### CLOSE-OUT PLAN

The Contractor shall develop and implement a closeout plan (administration, information, grants, finance, procurement and management). The close-out plan will be submitted to the COR for approval no later than six months prior to the expiration date of the contract. The plan shall include, but not limited to, the following:

- (1) Dates for final delivery of all goods and services for grants and subcontracts;
- (2) A property disposition plan for the Contractor and subcontractor(s) in accordance with contract requirements, which shall be approved by the contracting officer;
- (3) Review of contract and/or grant files for audit purposes and final billing to USAID;



- (4) A schedule to address office leases, bank accounts, utilities, cell phones, personnel notification, outstanding travel and social payments, household shipments, severals for local staff (if appropriate); vehicle leases; phone subscriptions, etc.;
- (5) Receipt of all final invoices and award performance reports;
- (6) Report use of funds not required for the completion of the contract;
- (7) Report on compliance with all local labor laws, tax clearances, and other appropriate compliance matters.

## F.7 KEY PERSONNEL

- (a) The contractor must furnish the following positions deemed Key Personnel for the performance of this contract. Key Personnel are expected to have the requisite skill set to implement the approach set forth in Section C, achieve sustainable results and coordinate and cooperate with a wide range of stakeholders. Key Personnel must have demonstrated ability to establish and sustain professional relationships with host country counterparts and stakeholders, and have excellent written and oral communication skills in English.
- (b) The key personnel identified are considered essential to the work being performed under this contract. The contractor must remain responsible for providing such key personnel for full-time performance for the term of this contract unless otherwise agreed to by the contracting officer.
- (c) The contractor must immediately notify the contracting officer and the COR of any key personnel's departure and the reasons therefore.
- (d) The contractor must take steps to immediately rectify this situation and will propose a substitute candidate for each vacated position along with a budget impact statement in sufficient detail to permit evaluation of the impact on the program.
- (e) The contractor must not replace any of the key personnel without the written consent of the contracting officer and the COR, whether provided in advance or by ratification.
- (f) Key personnel under this award may be replaced with written approval of Contracting Officer based on the responsibilities, qualifications and experience as stated below.

Chief of Party (COP): The Contractor will hire a COP on a full-time basis during the five years of the activity. The COP will be based in Tbilisi and will be responsible for overseeing the activity.

### *Qualifications:*

- Long-term management experience gained in complex, integrated, and innovative development projects focusing on organizational development/capacity building in developing or transition countries. Preference will be given to the breadth and diversity of experience with evidence of achieving measurable results (the experience of using the HICD model or an equivalent in the past is desirable).
- Demonstrated ability to manage multiple components simultaneously, multifunctional teams, international personnel, host country government relations, and client satisfaction.
- Knowledge of USAID's policy priorities (e.g. J2SR, Private Sector Engagement), program cycle, regulations, and M&E and reporting requirements.

- Demonstrated ability to develop the capacities of local subcontractors.
- Demonstrated ability to work and integrate effectively with other U.S. Government, Georgian Government, or donor-funded projects.
- Advanced communication, writing, and interpersonal skills.
- Master's degree or Ph.D. in the field of development is desirable.
- Certification in the field of organizational development from a recognized institution is desirable.
- Language capabilities: Fluency in English required. Proficiency in Georgian desirable but not required.

Deputy Chief of Party (DCOP): In addition to the COP, the Contractor will hire a DCOP on a full-time basis during the five years of the activity. The DCOP will be based in Tbilisi.

*Qualifications:*

- Long-term management experience gained in complex, integrated, and innovative development projects focusing on organizational development/capacity building in developing or transition countries. Preference will be given to the breadth and diversity of experience with evidence of achieving measurable results (the experience of using the HICD model or an equivalent in the past is desirable).
- Demonstrated ability to manage for success in multi-component projects with multifunctional teams and international consultants.
- Knowledge of USAID program cycle, agency policies, regulations, and M&E and reporting requirements.
- Advanced staff and financial management experience.
- Advanced communication, writing, and interpersonal skills.
- Education: Master's degree in a relevant field is desirable.
- Certification in the field of organizational development from a recognized institution is desirable.
- Language capabilities: Fluency in English and Georgian required.

Manager of the CoE:

*Qualifications:*

- Long-term experience gained in integrated development projects focusing on MEL; innovative knowledge processing and sharing practices; and development research/analysis (the experience of using these skills to advance the HICD model or an equivalent in the past is desirable).
- Knowledge of USAID's CLA tools.
- Knowledge of USAID's Evaluation Policy.
- Advanced interpersonal, communication, and writing skills.
- Education: Master's degree in a relevant field is desirable.
- Language capabilities: Fluency in English and Georgian required.

END OF SECTION F

## SECTION G – CONTRACT ADMINISTRATION DATA

### G.1 CONTRACTING OFFICER'S AUTHORITY

The CO is the only person authorized to make or approve any changes in the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the CO. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change must be considered to have been made without authority and no adjustment must be made in the contract terms and conditions, including price.

Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR must bring all contracting problems to the immediate attention of the CO. Only the CO is authorized to formally resolve such problems. The CO will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The CO is solely authorized to approve changes in any of the requirements under this contract. 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 person other than the CO, the change will be considered to have been made without authority and at the Contractor's sole risk.

### G.2 ADMINISTRATIVE CONTRACTING OFFICE

(a) The Administrative Contracting Office is the USAID/Georgia, Regional Contracting Office (RCO), which can be contacted at the following addresses:

Attn: Robert Claussen or his designee  
Regional Contracting Officer  
USAID/Georgia  
Telephone: 995 32 544 128  
Email: rclaussen@usaid.gov

(b) The Contractor will submit any questions concerning the administration of this contract to the Contracting Officer.

(c) The Contractor assumes the sole responsibility to inform the Contracting Officer of any requests that will affect any and all sections of the contract.

### G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative (COR) and the Alternate COR David Dzebisashvili and Lela Kerashvili respectively, will be appointed by the Contracting Officer through a separate COR designation letter, a copy of which will be provided to the Contractor. The COR will provide the technical direction under this contract. The COR will be located within USAID/Georgia offices. The Alternate COR will only act during the absence of the COR.

USAID/Georgia delegates the international travel approval authority to respective Contracting Officer's Representative (COR).

#### G.4 ACCEPTANCE AND APPROVAL

In order to receive payment for costs incurred for services rendered under this contract, such costs and the work performed must be verified and approved by the COR. In order to receive payment of the fixed fee or a portion thereof, all pertinent deliverables as proposed must be accepted and approved by the COR. Fixed Fee will be paid only upon completion of deliverables, pursuant to FAR 16.306(d).

#### G.5 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) "Technical Directions" is defined to include:

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the 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.

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

#### G.6 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

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

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

TOTAL EXPENDITURES (Document Number: XXX-X-XX-XXXX-XX)			
Line Item	Description	Amt. Vouchered to Date	Amt. Vouchered This Period
0001	Product/Service Desc. for Line Item 0001	\$XXXX.XX	\$XXXX.XX
0002	Product/Service Desc. for Line Item 0002	\$XXXX.XX	\$XXXX.XX
Total		\$XXXX.XX	\$XXXX.XX

(2) The SF-1034 should be supported with the attached spreadsheet indicating contractor's expenditures broken down by countries and budget categories in accordance with the Section B.4 Price Schedule. The

report should be supported with the detailed cost breakdown of program expenses, including seminars, grants, roundtables, etc.

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

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

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

## G.7 INVOICES

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

For electronic submission send invoices to: [TbilisiPayments@usaid.gov](mailto:TbilisiPayments@usaid.gov), and to the COR.

The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe.

G.8 PAYING OFFICE

The paying office for this contract is:

Street/delivery address:

USAID/Georgia,  
Office of Financial Management  
29, Georgian-American Friendship Avenue.  
Tbilisi 0131, Georgia

U.S. based mailing address:

USAID/DOS  
7060 Tbilisi Place  
Washington, DC 20521-7060

G.8 ACCOUNTING AND APPROPRIATION DATA

TBD [To be completed at time of award]

END OF SECTION G

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7027	PERSONNEL	DEC 1990

## H.2 AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)

(a) Except as may be specifically approved by the Contracting Officer, the Contractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 "Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds." The authorized source for procurement is Geographic Code 937 and 110 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

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

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

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

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

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



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

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

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

### H.4 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEP 2013)

Contract Reports and Information/Intellectual Products.

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:

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

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

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.

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>.

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.

## H.5 INSURANCE AND SERVICES

### FAR 52.228-3 Workers' Compensation Insurance (Defense Base Act) (July 2014)

(a) The Contractor shall--

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers' compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;

(2) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203);

(3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232);

(4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419);

(5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251);

(6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234);

(7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914 (c) and (g), 20 CFR 702.234 and 702.235); and

(8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

(b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lcdba.htm>.

(c) The Contractor shall insert the substance of this clause including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act) (December 1991)

In addition to the requirements specified in (48 CFR) FAR 52.228-3, the contractor agrees to the following:

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

(b) If USAID or the contractor has secured a waiver of DBA coverage (see (48 CFR) AIDAR 728.305-70(a)) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.

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

Pursuant to AAPD 17-01 - Revised (Defense Base Act) for 2015-2020;

- 1) Contractors must apply for coverage directly to AON Risk Insurance Services Inc., the agent for AWAC DBA Insurance. For instructions on the required application form and submission requirements, contact the following office:

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

(a) Rates:

<b>Contract Year</b>	<b>Period of Performance</b>	<b>Services</b>	<b>Construction</b>	<b>Security</b>
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
Option 2	12/1/18 – 11/30/19	\$2.00	\$4.50	\$7.50
Option 3	12/1/19 – 11/30/20	\$2.00	\$4.50	\$7.50 unless further revised

Security rate calculation for option periods:

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) The term “wages” means the money rate at which the service rendered by an employee is compensated by an employer under the contract of hiring in force at the time of the injury, including the reasonable value of any advantage which is received from the employer and included for purposes of any withholding of tax under subtitle C of the Internal Revenue Code of 1954 [26 USC §§ 3101 et seq.] (relating to employee taxes). The term wages does not include fringe benefits, including (but not limited to) employer payments for or contribution to a retirement, pension, health and welfare, life insurance, training, social security or other employee or dependent benefit plan for the employee’s or dependent’s benefit, or any other employee’s dependent entitlement. Maximum rate of compensation shall not exceed 200 per centum of the applicable 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.

This AAPD will be amended within thirty (30) calendar days of the exercise of an option to provide the new "Security" rate as determined in accordance with Notes 1 through 3 above. In the interim between exercise of an option and the amendment to the AAPD, COs may obtain the rate from the agent listed in item "a.1" above.

- (c) NOTICE OF EXCLUSION OF MEDICAL EVACUATION COVERAGE Pursuant to AIDAR 752.228-70, medical evacuation insurance is a separate insurance requirement for overseas performance of USAID contracts; the Defense Base Act insurance does not provide coverage for medical evacuation.

- (d) WAIVERS FOR THIRD COUNTRY AND LOCAL NATIONALS

The list of countries with active DBA waivers is available at <http://www.dol.gov/owcp/dlhwc/dbawaivers/dbawaivers.htm>. In accordance with ADS 302, Missions may obtain a country-based waiver by sending a request to M/OAA Evaluation Division at [dbawaiverrequests@usaid.gov](mailto:dbawaiverrequests@usaid.gov).

#### H.6 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)

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

(b) Exceptions.

(i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.

(ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by Contractor employees overseas.

(d) Contractors are responsible for providing medical evacuation coverage for their employees. Medical evacuation costs are allowable as a direct cost. Medevac services costs are allowable as a direct cost.

#### H.7 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 937 defined as (the United States, the Cooperating Country, and developing countries other than advanced developing countries, but excluding any country that is a prohibited source) and 110 (the United States, the independent states of the former Soviet Union, the recipient country, excluding Baltic States) . For accurate identification of developing countries, advanced developing countries, and prohibited sources, please refer to Automated Directives System (ADS) Chapter 310 entitled "Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID."

#### H.8 LANGUAGE REQUIREMENTS

All reports and other outputs shall be in the English language, unless otherwise specified. Reports and deliverables may also be translated into Georgian when directed in writing by the COR.

#### H.9 AIDAR 752.7034 ACKNOWLEDGMENT AND DISCLAIMER. (DEC 1991)

(a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this contract, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgments should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows: "This [publication, video or other information/media product (specify)] was made possible through support provided by the Office of [ ], Bureau for [ ], U.S. Agency for International Development, under the terms of Contract No. [ ]. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

(b) Unless the contractor is instructed otherwise by the cognizant technical office publications, videos or other information/media products funded under this contract and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent/appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.

#### H.10 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor/Recipient 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/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

#### H.11 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

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

#### H.12 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)

Funds in this award 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 multilateral organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences [<http://transition.usaid.gov/policy/ads/300/350maa.pdf>] or as approved by the Contracting Officer.

#### H.13 ADS 302.3.5.5 REPORTING OF FOREIGN TAXES (JUL 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:

David Dzebisashvili , COR  
ddzebisashvili@usaid.gov  
USAID/Georgia  
29 Georgian American Friendship Avenue  
Tbilisi 0131 Georgia.

Please include the words “Section 579 Interim Report” in the subject line. One copy of each report should be sent to the respective COR for the award and one copy to the Acquisition & Assistance Agent Irina Bakradze at [ibakradze@usaid.gov](mailto:ibakradze@usaid.gov).

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

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

#### H.14 AIDAR 752.222-7 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)

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

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

#### H.15 AIDAR 752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD (JUN 1993)

(a) The Contractor agrees that, if after award it discovers either an actual or potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict.

(b) The Contracting Officer shall provide the contractor with written instructions concerning the conflict. USAID reserves the right to terminate the contract if such action is determined to be in the best interest of the Government.



## H.16 ENVIRONMENTAL COMPLIANCE

The contract is covered by the approved Initial Environmental Examination: DCN: 2017-GEO-010

1) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) ADS 201 and ADS 204, which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Applicant's environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this Contract.

2) 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.

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

4) An (IEE) DCN: 2017-GEO-010 (Attachment J.5) has been approved for the Activity funding this RFP. It will cover program activities through September 2023. Program activities, that are to be undertaken after September 2023, will likely be covered by an IEE Amendment or another approved Regulation 216 environmental documentation. USAID has determined that a Negative determination with conditions applies to activities under component 1, and some activities under components 2. Categorical Exclusion applies to all other activities discussed in the Section C, Statement of Work, of this RFP.

5) As part of its initial Implementation Plan, and all Annual Implementation Plans thereafter, the Contractor, in collaboration with the USAID Contracting Officer's Representative (COR) and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this award to determine if they are within the scope of the approved Regulation 216 environmental documentation.

6) If the Contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, the COR shall prepare an amendment of DCN: 2017-GEO-010. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.

7) 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.

Offerors need to account for resources required for implementing and monitoring the environmental compliance activities in the Technical Proposal and in the Cost Proposal and describe associated costs in detail to the degree possible in the budget narrative.

## H.17 DISCLOSURE OF INFORMATION

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

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

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

(d) Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

## H.18 BUSINESS CLASS TRAVEL

For cost effectiveness, economy class travel must be used on all official travel funded under this contract. Business class travel shall only be used under exceptional circumstances and must be approved in writing by the Contracting Officer.

## H.19 PRESS RELATIONS

The Contractor must coordinate all press inquiries and statements with USAID's COR. Contractor must seek approval from COR before agreeing to or allowing staff to conduct interviews with the press. The Contractor will not speak on behalf of USAID but will refer all requests for USAID information to the USAID COR/Communication/press officer.

## H.20 TITLE TO PROPERTY

Per AIDAR Clauses 752.245-70 Government Property -- USAID Reporting Requirements and 752.245-71 Title to and Care of Property, title to property is with USAID with care and custody with the Contractor.

## H.21 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.

## H.22 AIDAR 752.7036 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)

### a) Definitions

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

“IPN Portal Administrator” means the USAID official designated by the M/OAA Director, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Acquisition.

“Universal bilateral modification” means modifications such as those that update or incorporate new FAR or AIDAR clauses, other terms and conditions, or special requirements that affect all awards or a class of awards as specified in the Agency notification of such terms and conditions or special requirements.

b) By submission of an offer and execution of a contract, the Offeror/Contractor acknowledges the requirement to: (1) Register with the IPN Portal if awarded a contract resulting from this solicitation, and (2) Receive universal bilateral modifications to this contract and general notices via the IPN Portal. (3) Procedure to register for notifications.

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

### d) Processing of IPN Portal Modifications

The contractor may access the IPN Portal at any time to review all IPN Portal modifications; however, the system will also notify the contractor by email when the USAID IPN Portal Administrator posts a universal bilateral modification for contractor review and signature. Proposed IPN Portal modifications distributed via the IPN Portal are applicable to all awards, unless otherwise noted in the proposed modification.

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

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

(2) Notify the Contracting Officer in writing if the modification requires negotiation of additional changes to terms and conditions of the contract; or

(3) Notify the Contracting Officer that the contractor declines to sign the modification.

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

## H.23 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCT 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](http://www.usaid.gov/data), in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subcontractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.

(2) Unless otherwise directed by the Contracting Officer (CO) or the Contracting Officer Representative (COR), the contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The contractor must also provide to the COR an itemized list of any and all DDL submissions.

The contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the contractor must submit a notice to the DDL by following the instructions at [www.usaid.gov/data](http://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](http://www.usaid.gov/data).

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

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

#### H.24 PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE THE LEGALIZATION OR PRACTICE OF PROSTITUTION– TIP ACQUISITION (MAY 2007)

(i) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this contract may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the immediately preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

(j) The Contractor shall insert this clause, in its entirety, in all sub-awards under this award.

(k) This provision includes express terms and conditions of the contract and any violation of it shall be grounds for unilateral termination of the contract, in whole or in part, by USAID prior to the end of the term.

#### H.25 USAID IMPLEMENTATION OF SECTION 508 OF THE REHABILITATION ACT OF 1973 AND FEDERAL ACQUISITION CIRCULAR (FAC) 97-27 "ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY

In accordance with ADS 302, Contractor shall comply with USAID Implementation of Section 508 of the Rehabilitation Act of 1973 and Federal Acquisition Circular (FAC) 97-27 "Electronic and Information Technology Accessibility. Further information on Section 508 is available via the Internet at: <http://www.section508.gov> and <http://www.usaid.gov/policy/ads/300/302.pdf>

#### H.26 CONTRACTOR'S PERSONNEL INTEGRITY IN FOREIGN ASSISTANCE

In accordance with FAR 52.203-13, the Contractor shall exercise due diligence on personnel to be engaged under this contract to ensure that proposed candidates were not directly involved in or associated with any dubious activities, including the recent U.S. financial scandals, and that their employment histories and past conduct display integrity congruent with the program goals.

H.27 FAR 52.203-99, PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-02)

(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.

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

H.28 LOGISTIC SUPPORT

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

H.29 CONSENT TO SUBCONTRACTS

In accordance with Contract FAR clause 52.244-2, Subcontracts, the Contracting Officer consents to award of subcontracts as proposed in the Contractor's proposal, which resulted in the award of this Contract to the following firms for the products or services specified here:

Contractor Name	Services to be Performed
TBD	TBD
TBD	TBD

[Will be filled at time of award]

The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any subcontracts requiring consent not listed here. If the Contractor has an approved contracting system, they must follow FAR 52.244-2 requirements for a Contractor with an

approved contracting system subsequent to providing evidence of their approved contracting system to the Contracting Officer.

### H.30 CONTRACTOR'S USE OF PROJECT VEHICLES AND LIABILITY INSURANCE REQUIREMENTS FOR PRIVATELY OWNED VEHICLES

a. Home to office to home use of project vehicles is not considered official business and is not allowed under the terms of this contract.

b. If the Contractor or any of its employees or their dependents, transport or cause to be transported (whether or not at contract expense) privately owned automobiles to the Cooperating Country, or they or any of them purchase an automobile within the Cooperating Country, the Contractor agrees to make certain that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable insurance firm per the requirements of AIDAR 752.228-7 which is a referenced clause to this contract.

### H.31 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

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

#### Information Technology

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

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

(3) Notwithstanding subparagraphs (A) and (B), the term 'information technology' does not include any equipment that is acquired by a Federal contractor incidental to a Federal contract.

(Source: Clinger-Cohen Act) (Chapters 541, 552)

(b) The Contractor will maintain accountable property records of IT resources. These records must identify each accountable item of U.S. Government-funded property acquired or furnished under the contract in a format acceptable to the Contracting Officer and must be furnished to the Contracting Officer six months after the effective date of the contract and thereafter annually based on the effective date of the contract.

In the event any IT resources are lost, stolen, destroyed or damaged beyond economical repair, the Contractor must promptly notify both the COR and the Contracting Officer.

(c) As part of the Property Disposition Plan, the Contractor will provide a separate and final inventory of sensitive property. Sensitive property is property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that will be subject to exceptional physical security, protection, control, and accountability. The Contractor will provide a final report to the Contracting Officer on the final disposition of all sensitive property in the contractor's custody.

### H.32 FRAUD REPORTING

The Contractor is required to report on indications of fraud in host-country institutions or other matters that could reasonably be expected to be of foreign policy interest to the U.S. Government's development and stabilization efforts. Corruption, real or perceived, may critically impact USAID programming objectives as might other knowledge the Contractor acquires in its normal course of business. This clause must not be construed to require the Contractor to conduct investigation for such information outside of its normal business practices or to report on matters not directly or indirectly related to USAID programming or the proper use of U.S. Government funds. In the event awardee has special non-disclosure requirements or confidentiality requirements (such as prevalent in the legal and banking industries), or Contractor determines such reporting would conflict with applicable laws, Contractor must include a proposal to obtain any necessary waivers from the applicable host country institution allowing such reporting to the maximum extent possible. Reports under this requirement must be submitted as a deliverable under the award.

### H.33 AIDAR 752.242-70, PERIODIC PROGRESS REPORTS (OCT 2007)

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

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

### H.34 AIDAR 752.245-70 GOVERNMENT PROPERTY - USAID REPORTING REQUIREMENTS (OCT 2017)

(a) (1) The term Government-furnished property, wherever it appears in the following clause, shall mean (i) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor, and (ii) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of



this contract and identified by such officer as accountable. All mobile Information Technology (IT) equipment, including but not limited to, mobile phones (e.g. smartphones), laptops, tablets, and encrypted devices provided as government furnished property, title to which vests in the U.S. Government, are considered accountable personal property.

(2) The term Government property, wherever it appears in the following clause, shall mean Government-furnished property, Contractor acquired mobile IT equipment and non-expendable personal property title to which vests in the U.S. Government under this contract.

(3) Non-expendable personal property, for purposes of this contract, is defined as personal property that is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and that has a unit cost of more than \$500.

(b) Reporting Requirement: to be inserted following the text of the (48 CFR) FAR clause.

*Reporting Requirements:* The contractor will submit an annual report on all non-expendable property in a form and manner acceptable to USAID substantially as follows:

**ANNUAL REPORT OF GOVERNMENT PROPERTY IN CONTRACTOR'S CUSTODY**  
 [Name of contractor as of (end of contract year), 20XX]

ANNUAL REPORT OF GOVERNMENT PROPERTY IN CONTRACTOR'S CUSTODY (Name of Contractor) As of (End of Contract Year), 19xx				
	Motor Vehicles	Furniture and furnishings		Other Government
		Office	Living quarters	
A. Value of property as of last report.				
B. Transactions during this reporting period.				
1. Acquisitions (add):				
a. Contractor acquired property <u>1/</u>				
b. Government furnished <u>2/</u>				
c. Transferred from others, without reimbursement <u>3/</u>				
2. Disposals (deduct):				
a. Returned to USAID				
b. Transferred to USAID-Contractor Purchased				

c. Transferred to other Government agencies <u>3/</u>				
d. Other disposals <u>3/</u>				
C. Value of property as of reporting date.				
D. Estimated average age of contractor held property				
	Years	Years	Years	Years

1 Non-expendable property and all mobile IT equipment.

2 Government furnished property listed in this Contract as nonexpendable or accountable, including all mobile IT equipment..

3 Explain if transactions were not processed through or otherwise authorized by USAID.

#### Property Inventory Verifications

I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability records maintained for Government property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is as cited opposite line D above.

#### H.35 FACILITIES USED FOR RELIGIOUS ACTIVITIES

Unless otherwise authorized in writing by the Contracting Officer, the Contractor will not use Contract funds for any work related to facilities of any type where the intended use of such a facility is for inherently religious activities. In cases where work addressed by this provision is authorized by the Contracting Officer, such authorization will be limited and explicit.

#### H.36 THIRD COUNTRY TRAINING

Third-country training must not take place in countries that are considered unfriendly by the U.S. Department of State and to which travel by U.S. citizens is prohibited or identified as terrorist countries by the Department of State.

#### H.37 ADS 302.3.5.19 USAID-FINANCED THIRD-PARTY WEB SITES (NOV 2017)

(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) Prior to Web site development, the Contractor must provide information as required in section C-Statement of Work of the contract (including a copy of the Contractor's privacy policy) to the Contracting Officer's Representative (COR) for USAID's Bureau for Legislative and Public Affairs (LPA) evaluation and approval. The Contractor must notify the COR of the Web site URL as far in advance of the site's launch as possible and must not launch the Web site until USAID's (LPA) approval has been provided through the COR. The Contractor must provide the COR with any changes to the privacy policy for the duration of the contract.

(2) The Contractor must collect only the amount of information necessary to complete the specific business need as required by statute, regulation, or Executive Order.

(3) The Contractor must comply with Agency branding and marking requirements comprised of the USAID logo and brand mark with the tagline "from the American people," located on the USAID Web site at [www.usaid.gov/branding](http://www.usaid.gov/branding), and USAID Graphics Standards manual at: <http://www.usaid.gov>.

(4) 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."

(5) 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.

(6) 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.

(7) 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](mailto:ISSO@usaid.gov) for specific standards and guidance.

(8) 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](mailto: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](mailto: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 Section 508 compliance requirements, refer to <http://www.usaid.gov>.

### H.38 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.
1. More information about how to establish, implement, and manage electronic payment methods is available to contractors at <http://solutionscenter.nethope.org/programs/c2e-toolkit>.

## H.39 STANDARDS OF CONDUCT -- IMPROPER BUSINESS PRACTICES

Corruption or any other improper business practices related to this solicitation and any resulting contract(s) will not be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct by contractors, subcontractors and any other agent acting in connection with this contract. Examples of such unacceptable behavior include, but are not limited to providing or offering of bribes to any person associated with the contract or any subcontracts; soliciting or accepting kickbacks or bribes; and knowingly making any false or misleading accounting reports or financial statements. Contractors, subcontractors and any other agents acting under contracts awarded herein are expected to employ due diligence and have internal controls in place towards practicing good governance in execution of the contract. Any one of these entities found to have engaged in illegal activity, improper behavior, or corrupt practices will be subject to corrective actions in accordance with the respective FAR clause incorporated into this solicitation and any resulting contract(s).

## H.40 LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY (DEVIATION NOs. M/OAA-DEV-FAR-18-2c and M/OAA-DEV-AIDAR-18-2c) (APRIL 2018)

(c) Definitions. As used in this contract –

“Information Technology” means

(1) Any services or equipment, or interconnected system(s) or subsystem(s) of equipment, that are used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency; where

(2) such services or equipment are ' used by an agency' if used by the agency directly or if used by a contractor under a contract with the agency that requires either use of the services or equipment or requires use of the services or equipment to a significant extent in the performance of a service or the furnishing of a product.

(3) The term " information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including provisioned services such as cloud computing and support services that support any point of the lifecycle of the equipment or service), and related resources.

(4) The term "information technology" does not include any equipment that is acquired by a contractor incidental to a contract that does not require use of the equipment.

(b) The Federal Information Technology Acquisition Reform Act (FITARA) requires Agency Chief Information Officer (CIO) review and approval of contracts that include information technology or information technology services.

(c) The Contractor must not acquire information technology as defined in this clause without the prior written approval by the contracting officer as specified in this clause.

(d) Request for Approval Requirements:

(1) If the Contractor determines that any information technology will be necessary to meet the Government's requirements or to facilitate activities in the Government's statement of work, the Contractor must request prior written approval from the Contracting Officer.

(2) As part of the request, the Contractor must provide the Contracting Officer a description and an estimate of the total cost of the information technology equipment, software, or services to be procured under this contract. The Contractor must simultaneously notify the Contracting Officer's Representative (COR) and the Office of the Chief Information Office at [ITAuthorization@usaid.gov](mailto:ITAuthorization@usaid.gov).

(e) The Contracting Officer will provide written approval to the Contractor through modification to the contract expressly specifying the information technology equipment, software, or services approved for purchase by the COR and the Agency CIO. The Contracting Officer will include the applicable clauses and special contract requirements in the modification.

(f) Except as specified in the contracting officer's written approval, the Government is not obligated to reimburse the Contractor for any costs incurred for information technology as defined in this clause.

(g) The Contractor must insert the substance of this clause, including this paragraph (g), in all subcontracts.

END OF SECTION H

## SECTION I- CONTRACT CLAUSES

## I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

## FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acqnet.gov/far/index.html> for electronic access to the full text of FAR clauses and

<http://www.usaid.gov/policy/ads/300/aidar.doc> for the full text of AIDAR clauses.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)		
CLAUSE NUMBER	CLAUSE TITLE	DATE
52.202-1	DEFINITIONS	NOV 2013
52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR 1985
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO 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	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
52.203-14	DISPLAY OF HOTLINE POSTER(S)	OCT 2015
52.203-15	WHISTLEBLOWERN PROTECTIONS UNDERT THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	JUN 2010
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS	APR 2014
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-5	WOMEN – OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	OCT 2014
52.204-6	UNIQUE ENTITY IDENTIFIER	OCT 2016
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2016
	DEC 2012	
52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011

52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS	OCT 2015
52.204-12	UNIQUE ENTITY NUMBER MAINTENANCE	OCT 2016
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	DEC 2019
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015
52.209.9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.209.10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.209.12	CERTIFICATION REGARDING TAX MATTERS	FEB 2016
52.214.34	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE	APR 1991
52.209.12	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
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 COST OR PRICING DATA	AUG 2011
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA- MODIFICATIONS	AUG 2011
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 2010
52.215-13	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS	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 POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	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	JUNE 2013
52.216-8	FIXED-FEE	JUNE 2011
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.217-8	OPTION TO EXTEND SERVICES 30 days	NOV 1999
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	OCT 2014
52.219.6	NOTICE OF TOTAL SMALL BUSINESS SET_ASIDE	NOV 2011
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	NOV 2016
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN 2017
52.219.13	NOTICE OF SET ASIDE OF ORDERS	NOV 2011
52.219-14	LIMITATION ON SUBCONTRACTING	JAN 2017



52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN SUBCONTRACTING PLAN	JAN 1999
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE	FEB 1999
52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR 1984
52.222-26	EQUAL OPPORTUNITY	SEP 2016
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	OCT 2015
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB 2016
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP 2013
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-12	MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	JUN 2016
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY 2008
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-1	BUY AMERICAN ACT--SUPPLIES	MAY 2014
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.225-17	EVALUATION OF FOREIGN CURRENCY OFFERS.	FEB 2000
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	OCT 2015
52.227-3	PATENT INDEMNITY	APR 1984
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014
52.228-3	WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.229-8	TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.230-2	COST ACCOUNTING STANDARDS	OCT 2015
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	OCT 2015
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUNE 2010

52.232.9	LIMITATION ON WITHHOLDING OF PAYMENT	APR 1984
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-25	PROMPT PAYMENT	JAN 2017
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD ALTERNATE I	AUG 1996 (JUN 1985)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003
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
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I	AUG 1987 (APR 1984)
52.243-7	NOTIFICATION OF CHANGES	JAN 2017
52.244-2	SUBCONTRACTS	OCT 2010
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN 2017
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.245-9	USE AND CHARGES	APR 2012
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
52.248-1	VALUE ENGINEERING	OCT 2010
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 2012
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

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752.202-1	DEFINITIONS	JAN 1990
752.204-2	SECURITY REQUIREMENTS	FEB 1999
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.216-70	AWARD FEE	MAY 1997

752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	MAR 2015
752.222-70	USAID DISABILITY POLICY	DEC 2004
752.222-71	NONDISCRIMINATION	JUN 2012
752.227-14	RIGHTS TO DATA – GENERAL	OCT 2007
752.228-3	WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT)	DEC 1991
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	JUL 1997
752.229-70	FEDERAL, STATE AND LOCAL TAXES	
752.231-71	SALARY SUPPLEMENTS FOR HOST GOVERNMENT EMPLOYEES	MAR 2015
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 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
752.7013	CONTRACTOR - MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7030	INSPECTION TRIPS BY CONTRACTOR’S OFFICERS AND EXECUTIVES	APR 1984
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
752.7036	CHILD SAFEGUARDING STANDARDS	AUG 2016
752.7037	USAID IMPLEMENTING PARTNER (IPN) PORTAL FOR ACQUISITION	JUL 2014
752.7038	NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES OR SERVICES	OCT 2016

I.2 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding total obligated amount as indicated in clause B.3(b).

(b) The maximum amount for which the Government shall be liable if this contract is terminated is the total obligated amount as indicated in clause B.3(b).

I.3 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

I.4 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

I.5 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT  
(FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(a) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) Contractors shall submit the above referenced transportation documents to COR.

I.13 AIDAR 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUN 2008)

(a) Requirements for Voluntary Sterilization Program. None of the funds made available under this contract shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

(b) Prohibition on Abortion-Related Activities.

(1) No funds made available under this contract will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this contract will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

(c) The Contractor shall insert this provision in all subcontracts.

(d) *Voluntary Participation and Family Planning Methods.*

(1) The Contractor agrees to take any steps necessary to ensure that funds made available under this contract will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the Contractor agrees to conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program.

(2) Activities which provide family planning services or information to individuals, financed in whole or in part under this contract, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.

(e) *Requirements for Voluntary Family Planning Projects.*

(1) A family planning project must comply with the requirements of this paragraph.

(2) A project is a discrete activity through which a governmental or nongovernmental organization or public international organization provides family planning services to people and for which funds obligated under this contract, or goods or services financed with such funds, are provided under this contract, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.

(3) Service providers and referral agents in the project shall not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or

targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.

(4) The project shall not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.

(5) No person shall be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.

(6) The project shall provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.

(7) The project shall ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.

(8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no sub-contract or grant under this contract, the organization implementing a project for which such assistance is provided shall agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.

(9) (i) The Contractor shall notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5) or (7) of this paragraph; and (ii) the Contractor shall investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and shall notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project.

(iii) The Contractor shall provide USAID such additional information about violations as USAID may request.

*(f) Additional Requirements for Voluntary Sterilization Programs.*

(1) The Contractor shall ensure that any surgical sterilization procedures supported in whole or in part by funds from this contract are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent any time prior to the operation. An

individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

(2) Further, the Contractor shall document the patient's informed consent by

(i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or

(ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall speak the same language as the patient.

(3) The Contractor must retain copies of informed consent forms and certification documents for each voluntary sterilization procedure for a period of three years after performance of the sterilization procedure.

(g) The Contractor shall insert this Alternate I in all subcontracts involving family planning activities.

END OF SECTION I

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT:	TITLE:
ATTACHMENT 1	SF LLL – CERTIFICATION REGARDING LOBBYING
ATTACHMENT 2	SF-1420-17 CONTRACTOR EMPLOYEE BIO-DATA SHEET
ATTACHMENT 3	PAST PERFORMANCE INFORMATION QUESTIONNAIRE
ATTACHMENT 4	BRANDING AND MARKING TEMPLATE
ATTACHMENT 5	INITIAL ENVIRONMENTAL EXAMINATION (IEE)



SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS  
OF BIDDERS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY  
REFERENCE

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

NUMBER	TITLE	DATE
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION	NOV 2015
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	FEB 2016
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	MAR 2015
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS	OCT 2015

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS ((JAN 2018))

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541618.
- (2) The small business size standard is \$15 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- \_\_\_ (i) Paragraph (d) applies.
- \_\_\_ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

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

- (i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
  - (A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);
  - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
  - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.
- (v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
  - (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) [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.
- (x) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) [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.
- (xii) [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.
- (xiii) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- (xiv) [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.
- (xv) [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.
- (xvi) [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.
- (xvii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xviii) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitation that include the clause at [52.204-7](#).

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

(xx) [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 \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

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

(xxii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xxiii) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxiv) [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: [Contracting Officer check as appropriate.]

\_\_\_ (i) [52.204-17](#), Ownership or Control of Offeror.

\_\_\_ (ii) [52.204-20](#), Predecessor of Offeror.

\_\_\_ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

\_\_\_ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

\_\_\_ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

\_\_\_ (vii) [52.227-6](#), Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (viii) [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 website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

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

### K.3 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.4 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

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

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### K.5 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 paragraph (a)(1)(i)(B) of this provision;

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(2) Examples.

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

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if

the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

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

#### K.6 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 (FAPIS) 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 FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see [52.204-7](#)).

#### K.7 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

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

Place of Performance (Street Address, City, Name and Address of Owner and Operator of the Plant or State, County, ZIP Code) Facility if Other than Offeror or Respondent

\_\_\_\_\_  
\_\_\_\_\_

K.8 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

(a) Definitions. As used in this clause

“Gender identity” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

“Segregated facilities,” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

“Sexual orientation” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999).

:  
The offeror represents that—

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

It  has,  has not filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.10 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)**

(a) Definitions. As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

**K.11 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]—

(1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

(2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

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(a) 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.

#### K.12 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)

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

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

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

##### I. Disclosure Statement—Cost Accounting Practices and Certification

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

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: \_\_\_\_\_

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

\_\_\_\_\_

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

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

Date of Disclosure Statement: \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

Caution: Offerors currently required 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 paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes       No

## K.13 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005).

As prescribed in 30.201-3(c), insert the following provision:

### Proposal Disclosure—Cost Accounting Practice Changes (Apr 2005)

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

Yes       No

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

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

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

**K.14 AUTHORIZED NEGOTIATORS**

The Offeror 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.15 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 BIDDERS

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 these provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR: <http://www.acquisition.gov/far>

AIDAR: <http://www.usaid.gov/pubs.ads/300/aidar.pdf>

NUMBER	TITLE	DATE
52.204-6	UNIQUE ENTITY IDENTIFIER	OCT 2016
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.215-1 I	NSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	JAN 2017
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES— IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993

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

The Government contemplates award of a Cost-Plus Fixed-Fee (CPFF) completion type contract resulting from this solicitation.

## L.3 GENERAL INSTRUCTIONS TO OFFERORS

(a) Single Award. USAID anticipates awarding one (1) contract as a result of this solicitation. USAID reserves the right to award more or fewer awards than anticipated 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 down-graded 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 Contractor's financial condition, business and personnel procedures, etc.; and (3) site visits to the prime Contractor's institution.

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

(1) Completion of Standard Form 33, Blocks 12 through 18;

(2) Completion of the "Representations, Certifications, and Other Statements of Offerors" in Section K; and

(3) Submission of information required by Section L or any other section of this RFP. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract. Offerors shall follow the instructions contained in this RFP and supply all information and signature/certifications, as required.

(f) **Proposal Preparation Costs:** The U.S. Government will not pay for any proposal preparation costs.

#### L.4 SUBMISSION/DELIVERY INSTRUCTIONS

Electronic responses are required for this solicitation.

Offerors must submit their proposals via email to [ibakradze@usaid.gov](mailto:ibakradze@usaid.gov) and [rcocaucasus@usaid.gov](mailto:rcocaucasus@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 20 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 (if more than one is sent) and of attachments (e.g. "no. 1 of 4", etc.). USAID's preference is that each technical and each cost proposal be submitted as a single email attachment, e.g. that you consolidate the various parts of a technical proposal into a single document before sending it. For Section K, Offerors shall comply with FAR Clause 52.204-7, System for Award Management and complete the annual representations and certifications electronically via the Online Representations and Certifications and other Statements of Offerors website at via the System for Award Management, [www.sam.gov](http://www.sam.gov).

The proposal shall be prepared in two separate parts: the Technical Proposal shall address technical aspects, only, while the Business (Cost) Proposal shall present the price and address related issues such as past performance and responsibility. Proposals must be signed by an official who is authorized to bind the entire 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.

Questions: All questions and requests for clarification must be received in writing by the date and time and by the contacts indicated on the cover page of the RFP. The written requests for clarifications/questions must contain a subject line, sample: "ABXY, Inc. 720-114-20-R-00002:

"The USAID Human and Institutional Development Capacity Activity in Georgia". Any information given to an Offeror concerning the RFP will also be furnished to all other Offerors as an Amendment to the RFP, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other Offerors.

Offerors must retain for their records one copy of the proposal and all enclosures which accompany their proposal. Erasures or other changes must be initialed by the person signing the proposal. To facilitate the competitive review of the proposals, USAID will consider only proposals conforming to the format prescribed below.

**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 Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government.

**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 requests the Offeror to include 240 days of validity from the date the offer is submitted to allow sufficient time to evaluate proposals and complete negotiations.

## L.5 INSTRUCTIONS FOR PREPARATION OF TECHNICAL PROPOSAL

The Technical Proposal in response to this solicitation shall address how the Offeror intends to carry out the Statement of Work contained in Section C. The technical proposal be specific, complete, presented concisely, and responsive to the instructions contained herein. It should clearly demonstrate how the Proposed Technical Approach will meet the goals and objectives of the program, and fulfill the Contractor's program implementation responsibilities. The technical proposal be organized by the technical evaluation criteria listed in Section M as clarified further below.

The combination of the Technical Approach and the Staffing Approach is limited to 23 pages and be written in English and typed on standard 8 1/2" x 11" paper, one inch margins (top and bottom, left and right), single spaced, one-sided, Times New Roman point 12 font size (can be 10-point font in charts, graphs and tables) with each page and paragraph numbered consecutively, and submitted in Microsoft Word and Adobe PDF. Any pages beyond these twenty (20) will NOT be evaluated. However, required Annexes specified below will not be counted towards the page limit. Double-sided pages count as 2 pages.

Required Order of the Technical Proposal:

1. Cover Page (Limited to one page and does not count against page limit)
2. Cover Letter or Executive Summary (Limited to two pages and does not count against page limit)
3. Table of Content (Does not count against page limit)
4. Technical Approach (included in the 20 page limit)
  - a) Understanding and Approach
  - b) Description of Activities
5. Staffing Approach (included in the 20 page limit)
  - a) Organizational structure of the entire project team
  - b) Qualifications and Experience of Personnel
  - c) Staffing Plan
6. Past Performance Summary (included in the 20 page limit)
7. Required Annexes –will not be counted in page limitations.
  - a. Illustrative Work Plan
  - b. Results Table
  - c. Management Structure Chart
  - d. Résumés (Resumes not to exceed 2 pages for each individual and are not included in the page limitation)
  - e. Letter of Commitment for Key Personnel (Limited to one page)
  - f. Section L.6.3 Project List and Past Performance References
  - g. Initial Branding Implementation Plan and Marking Plan

## L.6 TECHNICAL APPROACH



The technical proposal must be organized according to the evaluation factors in Section M (i.e. the proposal must have 3 main sections) and must address all evaluation factors in Section M.

#### Factor 1: Technical Approach

The Mission is seeking to obtain contractor support to provide different types of HICD services to eligible institutions whose goals are in direct alignment with the Mission's strategy and policy priorities, and who require specific capacity development assistance.

Offerors are required to provide:

1. A credible and rigorous approach to planning, implementing, monitoring, and evaluating Long-Term, Short-Term, and Last-Mile HICD Services described in Section 3 for the SOW. At a minimum, this should include a description of:

1.1. Advanced tools and methods in the field of organizational development/institutional capacity development the offeror will draw on in designing specific interventions at different stages of the HICD cycle;

1.2. Approaches to ensuring partner commitment (including possible material, in kind, or staff time contributions of the partner institution to the HICD activities) to HICD assistance; and

1.3. Approaches to identifying HICD needs of institutions in a development sector or sub-sector selected by USAID.

2. A sound, credible, and rigorous plan for developing the capacity of its subcontractors, enabling them to compete and manage large donor awards either independently or as a consortium.

3. A credible plan of operationalizing the CoE to meet the objectives described below in an effective, innovative, and sustainable manner. Proposals must include a description of the offeror's approach to sustaining the CoE activities beyond the end of contract performance in a realistic and cost-effective manner. The offerors will propose a viable model (e.g. as a physical space, in close coordination with an existing local educational/academic entity, or an accessible digital platform) for the establishment of a CoE with a clear plan that ensures financial feasibility and sustainability.

#### Factor 2: Staffing Approach

Offerors are required to provide:

1. An effective organizational/management structure. At a minimum, this should include a description of:

1.1. The capacity of selected local subcontractors to provide the majority of the HICD services;

1.2. Clearly defined roles and responsibilities of the prime and subcontractors in relation to all components of the SOW (described in Section 4);

1.3. Approaches to acquiring additional consultancy services (local or international) should the subcontractors not have the needed expertise; and

1.4. Ability to respond to challenges raised during implementation.

2. Qualified candidates to serve in Key Personnel positions.

### Factor 3: Past Performance Summary

The Offeror (including all partners of a joint venture) must provide (1) a summary of its relevant Past Performance, and (2) a completed Past Performance Information Questionnaire (reference Section J) for itself and each major subcontractor (one whose proposed cost exceeds 20% of the proposed total cost). Regarding the summary of its Past Performance, the Offeror must address the following:

1. Briefly describe how the Offeror's Past Performance, and its team, is relevant to performance of the Contract. (Past Performance Summary, no more than 3 pages, and included in the 20 page limit).
2. List in the Annex up to five of the most recent (within the past five years) and relevant projects managed by the Offeror. For the determination of a past project's relevancy to that of this SOW, the Offeror must consider such factors as: contracts of similar size, scope and complexity that were performed in the relevant geographic region.
3. Provide for each of the contracts or orders 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,
  - vi. Contract type, i.e., fixed-price, cost reimbursement, etc., and
  - vii. Buyer contact information (name, position/title, Agency/firm, telephone, email address)

(USAID recommends that the Offeror 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.)

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

The Government intends to use its Contractor Performance Assessment Reporting System (CPARS) as the primary source for evaluating past performance. The Government reserves the right to obtain and assess past performance information from other sources, including host country government stakeholders and others not named in the proposal. If this is done, the Attached Past Performance Questionnaire (found in Section J) will be used.

## L.7 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF THE COST/BUSINESS PROPOSAL

There is no limit on the number of pages for the cost proposal, except as otherwise stated below. Cost/Business proposals must be written in English on A4-size, 216 mm by 297 mm paper and typed using 12-point Times New Roman font size (can be 10-point font in charts, graphs and tables) with each page numbered consecutively, and submitted in Microsoft Word, Adobe PDF, and Microsoft Excel with unlocked cells. The budget tables must be submitted in both PDF as well as MS Excel format files with cell formulas unlocked to allow for cost analysis. The Cost/Business Proposal must contain the following components in the order set forth below: The cost proposal at a minimum must contain the following for the five-year contract period of performance:

(a) 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.

(b) Part 2 - Proposed Costs/Prices

(1) The offeror must submit a summary budget (in MS Excel format with formulas unlocked) for the contract period. The summary budget must reflect summary cost information for each of the major budget categories for each of the contract years separately and then offer the program total for the entire contract, item for item in the last column of the spreadsheet.

(2) The offeror must provide a complete detailed budget, including the budgets for each subcontractor, by cost element. A major subcontractor is considered one whose proposed cost exceeds 15% of the offeror's total proposed cost. All formulas must be displayed and the budget must not be locked. The estimated cost for this contract shall not exceed \$10M for the period of 5 years. The offeror must propose costs that it believes are realistic and reasonable for the work in accordance with the offeror's technical approach.

(3) The offeror shall provide a narrative discussing the different cost elements to adequately justify the total estimated cost. Any assumptions should be clearly stated. The information in the narrative should be in sufficient detail to allow a complete analysis. This should include a complete breakdown of cost elements associated with each line item and those costs associated with any proposed subcontract. The cost information shall include the basis of each and every cost, (e.g., current salaries, vendor quotes, market surveys, historical experience, etc.) including the fee. All international travel should be identified separately and broken down by destination, number of trips, and number of travelers. The amount of fixed fee proposed should include the rationale for the proposed amount.

The following is the minimum information required in the budget and budget narrative:

(A) Salary and Wages - Direct salaries and wages should be proposed in accordance with the offeror's personnel policies. Unit costs for each proposed position, key or not, should be expressed in an amount per work day with the corresponding level of effort required for the position (number of work days) and then calculated to a total cost for each cost period where the salary would be applicable. Form AID 1420-17 Biographical Data Sheets are required for all long-term, short-term expatriate personnel and all long-term and short-term cooperating country personnel being proposed (forms may be obtained at [http://www.usaid.gov/procurement\\_bus\\_opp/procurement/forms/](http://www.usaid.gov/procurement_bus_opp/procurement/forms/) ). Narratives must provide a discussion

of the estimated annual escalation of all salaries where applicable. The offeror must separate expatriate and cooperating country national labor categories for short/long-term and administrative staff.

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

(C) Consultants - Information sufficient to determine the reasonableness of the cost of each specific consultant expected to be hired must be included. Information similar to the information provided for offeror's personnel must also be provided for all consultants

(D) Travel and Transportation - The application must indicate the number of trips, domestic and international, and the estimated costs per trip. Specify the origin and destination for each proposed trip, duration of travel, and number of individuals traveling. Per diem must be based on the offeror's normal travel policies (offerors may choose to refer to the Federal Standardized Travel Regulations for cost estimates).

(E) Equipment and Supplies - Specify all materials and supplies expected to be purchased, including type, unit cost and units.

(F) Communications - Specific information regarding the type of communication cost at issue (i.e. mail, telephone, cellular phones, internet etc.) must be included in order to allow an assessment of the realism and reasonableness of these types of costs.

(G) Subcontracts - Information sufficient to determine the reasonableness of the cost of each specific subcontract must be included.

(H) Allowances - Allowances must be broken down by specific type and by person. Allowances should be in accordance with the offeror's policies and the applicable regulations and policies. The Independent Government Cost Estimate for these services includes allowance limits established by the U.S. Department of State.

(I) Other Direct Costs (ODCs) - ODCs include office rent, office utilities, report preparation costs, passports and visas fees, medical exams and inoculations, insurance (other than insurance included in the offeror's fringe benefits), as well as any other miscellaneous costs, which directly benefit the program proposed by the offeror. The narrative must provide a breakdown and support for all other direct costs. If seminars and conferences are included, the offeror must indicate the subject, venue and duration of proposed conferences and seminars, and their relationship to the objectives of the program, along with estimates of costs.

(J) Indirect Costs – The prime and all major subcontractors may propose lower overhead rates than their established Negotiated Indirect Cost Rate Agreement (NICRA) and sign the letter found in ADS 300, Mandatory Reference for Best Practices Guide for Indirect Costing. Indirect rates proposed cannot be

higher than the rates established in their Negotiated Indirect Cost Rate Agreement (NICRA). Please read further instruction below if your organization does not have a NICRA.

Offerors may propose a single ceiling rate covering the term of award or a ceiling rate in each applicable contract year. If an annual ceiling rate is proposed, USAID will average the ceiling indirect rates and use that figure for evaluation purposes.

The Offeror and each major subcontractor must include a complete copy of its most current NICRA or other documentation from its cognizant Government Audit Agency, if any, stating the most recent provisional indirect cost rates. The proposal must also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.

If the Offeror or major subcontractor does not have a cognizant Government Audit Agency, the proposal must include: Audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization). The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed; and

The most recent two fiscal year pool and base cost compositions along with derived rates, the bases of allocation of these rates and an independent certified audit by a certified accounting firm of these rates.

(K) Fixed Fee: The Offeror's proposed fixed Fee must be justified based upon the following factors: technical, management, support for Federal socioeconomic programs, and cost control. Any additional factors may be discussed as a basis for fee.

(3) The following standard cost elements shall be included in the submission as applicable. Individual subcontractors should include the same cost element breakdowns in their budgets as applicable.

Cost Elements	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL COST
Salaries & Wages						
Fringe Benefits						
Consultants						
Travel, Transportation and Per Diem						
Equipment and Supplies						
Subcontracts						
Grants						
Partnership Development Fund						
Allowances						
Other Direct Costs						
Overhead						
G&A						
Total Estimated Cost						

Total Fixed Fee						
Total Est.Cost + Fixed Fee						

## (c) Part 3 - 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 of Task Orders under the resultant contract, 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.

## (d) Part 4 - Evidence of Responsibility

The offeror must submit sufficient evidence of responsibility for the contracting officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. However, in the case of a small business offeror, the contracting officer will comply with FAR 19.6. Accordingly, prime offerors should seriously address each element of responsibility. 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 shall 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, Small Business Subcontracting, etc.).

(e) Part 5 - Letters of Commitment (Subcontractors)

The Cost/Business Proposal must include a letter, on subcontractor letterhead, and signed by the authorized representative of each subcontractor, which specifically indicates the subcontractor's agreement to be included in the offeror's proposed teaming arrangement.

(f) Part 6 - Information to Support Consent to Subcontractors

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

(g) Part 7 - Information Concerning Work-Day, Work-Week, and Paid Absences

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

(2) A normal work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. The offeror and major subcontractors must describe their core work day and work week policies.

(3) The work day and work week policies and the method of accounting for paid absences for the offeror and major subcontractors will be incorporated into the content in Section B.

(h) Part 8 – Branding and Marking Plan

Offeror(s) shall submit a preliminary BIP and MP (not to exceed two pages) as a separate annex to the cost proposal, which complies with Section D.

(i) Part 9 - Employee Biographical Data Sheets for Key Personnel

Offerors must provide Biographical Data Sheets (SF-1420-17) for all key and non-key identified personnel. Offerors must also include letters of commitment signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve the project. USAID discourages the use of exclusive agreements.

(j) Part 10- Disclosure of Lobbying Activities

Offerors must provide Disclosure of Lobbying Activities. The form SF-LLL is available in Section J.

#### L.7 INSTRUCTIONS FOR THE PREPARATION OF BRANDING AND MARKING PLANS

The BIP and MP will not be a part of the technical evaluation. Offerors must include all estimated costs associated with the Branding Implementation Plan and the Marking plan of BEP.

The successful Offeror will submit a detailed Branding Implementation Plan (BIP) and a Marking Plan (MP) within thirty (60) days after the contract start date. The approved plans will be incorporated into the Contract.

#### L.8 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 the Administrative Contracting Office identified in Section G.2.

Attn: Robert Claussen  
Regional Contracting Officer  
29 Georgian-American Friendship Avenue  
Tbilisi, Georgia 0131  
E-mail: rclaussen@usaid.gov

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

(c) A copy of any protest shall be faxed simultaneously to the attention of William Buckhold at GC/LE at 1- 202-216-3058, or hard copies can be sent to Mr. Buckhold's attention at:

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

END OF SECTION L



## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 GENERAL INFORMATION

The contractor will be evaluated based on the evaluation criteria outlined below.

(a) The Government may award a Contract without discussions with offerors in accordance with FAR 52.215-1. Government intends to evaluate proposals in accordance with Section M of this RFP and award to the responsible offeror whose proposal offers the best value, considering both cost and non-cost factors, to the Government. “Best value” is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical and cost factors.

(b) Alternative proposals will not be accepted.

(c) The submitted technical information will be evaluated by a technical evaluation committee using the technical criteria shown below. The evaluation committee may include industry experts who are not employees of the Government. When evaluating the competing offers, the Government will consider the written qualifications and capability information provided by the Offerors, and any other information obtained by the Government through its own research. Only cost proposals of technically acceptable proposals will be evaluated.

(d) At a minimum, all evaluation factors other than cost or price, when combined, are significantly more important than cost or price; however, where technical evaluation between Offers is close, cost may become the determining factor. The technical proposal will be evaluated using the criteria shown in this section. The criteria below are presented so that Offerors will know which areas require emphasis in the preparation of proposals. Based on the assessment of the technical qualities of the proposals, a competitive range may be established. The cost proposal will be evaluated by the method described in this section. Overall, the technical evaluation criteria are significantly more important than cost.

(e) Offerors must note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters that Offerors must address in their proposals. Proposals received in response to this solicitation will be evaluated by USAID pursuant to the Federal Acquisition Regulations (FAR) and the Agency for International Development’s Acquisition Regulation (AIDAR).

### M.2 TECHNICAL EVALUATION CRITERIA

The proposal should represent the applicant’s best ideas and efforts, and clearly respond to the subject Statement of Work. USAID reserves right, but is not under obligation, to enter into discussions with one or more Offerors in order to obtain clarifications, additional details, or to suggest refinements in the proposed technical approach, budget, or other aspects of a proposal, if doing so is determined to be in the best interest of the U.S. Government.

The criteria below are presented by major category in the descending order of importance, so that Offerors will know which areas require emphasis in the preparation of information. Offerors must note that these factors serve as the standard against which all technical information will be evaluated, and serve to identify the significant matters which Offers must address. Technical Approach, Staffing

Approach, and Quality of Past Performance will be evaluated, in that order of importance, as described herein and prescribed by the Technical Application format.

Proposals will be evaluated using the best value acquisition procedure.

The order of importance of the evaluation factors is as follows:

Factor 1- Soundness of Technical Approach Factor is equal to the value of Factor 2

Factor 2-Soundness of Staffing Approach Factor is equal to the value of Factor 1

Factor 3-Quality of Contractor Past Performance Information Factor is less than Factor 2.

Technical proposals will be evaluated by a technical evaluation committee using the following criteria:

#### FACTOR 1: TECHNICAL APPROACH

Under this area of evaluation, USAID will assess the degree to which the offeror understands the broad concept of HICD, related tools and approaches, and their relevance to Georgia's J2SR and USAID's strategic and policy priorities. The offerors will be required to demonstrate the effectiveness of the approaches and methods described in relation to all types of the HICD and Participant Training support services. The evaluation of the technical approach will also be based on the merits of the feasibility and rigor of the offeror's plans to establish a CoE, and to develop the capacity of its local subcontractors to compete for and manage large donor awards.

#### FACTOR 2: STAFFING APPROACH

Under this area of evaluation, USAID will assess the degree to which the offeror and its subcontractors have the capacity to manage and deliver the HICD and Participant Training support services effectively. This capacity will also be appraised in the context of the proposed division of roles and responsibilities between the prime and subs and appropriateness of professional capabilities and academic credentials of positions in proposed staffing pattern. The offeror will be required to demonstrate capacity and experience of identifying, contracting and managing qualified local and international consultants, and to develop the capacity of its subs. It will also need to demonstrate ability to promptly and appropriately address management, programmatic, or financial problems that may occur during project implementation.

Under this area of evaluation, USAID will appraise the capability, experience, education and qualifications of the key personnel.

In its Technical Proposal, the Offeror will propose key personnel to include a Chief of Party, Deputy Chief of Party, and Manager of the CoE. The Contractor will maximize the use of locally available personnel with prior experience in HICD or related work.

#### FACTOR 3: PAST PERFORMANCE

(1) Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the Offeror/subcontractor. USAID will utilize existing databases of Contractor performance information and solicit additional information from the references provided and from other sources.

(2) If the performance information contains negative information on which the Offeror has not previously been given an opportunity to comment, USAID will provide the Offeror an opportunity to comment on it prior to its consideration in the evaluation, and any Offeror comment will be considered with the negative performance information.

(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.

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

Past Performance for prime Offeror and major subcontractors will be evaluated based on the implementation of projects similar in scope, size and complexity. References may be asked to comment on items such as:

- a) Quality of service, including consistency in meeting goals and targets.
- b) Cost control, including forecasting costs as well as accuracy in financial reporting.
- c) Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient completion of tasks.
- d) Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including coordination among subcontractors and developing country partners, cooperative attitude in remedying problems, and timely completion of all administrative requirements,
- e) Regulatory Compliance, including compliance with all terms and conditions in the awards relating to applicable regulations and codes (financial, environmental, safety, and other reporting requirements).
- f) Utilization of Small Business, for prime offerors who are not small business concerns, their utilization of Small Business concerns as subcontractors, including efforts in achieving small business participation goals.

- An Offeror's performance will not be evaluated favorably or unfavorably when:
  - (1) The Offeror lacks relevant performance history,
  - (2) Information on performance is not available, or
  - (3) The Offeror is a member of a class of offerors where there is provision not to rate the class against a sub factor.

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. When this occurs, an Offeror lacking relevant performance history is assigned a "neutral" rating.

### M.3 COST/BUSSINESS EVALUATION

Cost will not be rated. While the technical evaluation criteria are significantly more important than cost, cost remains important. Cost will be evaluated for realism, allowability, and reasonableness. This evaluation will consist of a review of the cost portion of an offeror's proposal to determine if the overall costs proposed are realistic for the work to be performed, if the costs reflect the offeror's understanding of the requirements, and if the costs are consistent with the technical proposal.

Evaluation of the cost proposal will consider but not be limited to the following: cost reasonableness, cost realism and completeness of the cost proposal and supporting documentation; overall cost control/cost savings evidenced in the proposal (avoidance of excessive salaries, excessive home office visits, and other costs in excess of reasonable requirements); and amount of the proposed fee, if any.

Cost realism is an assessment of accuracy with which proposed costs represent the most probable cost of performance, within each offeror's technical and management approach. A cost realism evaluation shall be performed as part of the evaluation process as follows:

- Verify the offeror's understanding of the requirements;
- Assess the degree to which the cost proposal accurately reflects the technical approach;
- Assess the degree to which the costs included in the cost proposals accurately represent the work effort included in the respective technical proposals.

The results of the cost realism analysis will be used as part of the Agency's best value/tradeoff analysis. Offerors are reminded that although technical evaluation criteria are significantly more important than cost, the closer the technical evaluation scores of the various proposals are to one another, the more important cost considerations will become. Therefore, the evaluation of costs proposed may become a determining factor in making the award as technical scores converge.

A cost evaluation will not be performed on Offerors whose technical proposal is not deemed technically acceptable.

### M.4 DETERMINATION OF COMPETITIVE RANGE

(a) The competitive range of offerors with whom discussions may be conducted (if necessary) will be determined by the contracting officer pursuant to FAR 15.306 (c)(1). 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 might 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 rate to the greatest number that will permit an efficient competition among the most highly rated proposals.

The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of it becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror an unfair advantage over those more competitive offers.

## M.5 SOURCE SELECTION

In accordance with FAR 52.215-1(f) and Section L of this solicitation, the Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and sub-factors as set forth in this solicitation.

This procurement 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.

Responsibility Determination: The Contracting Officer will conduct a responsibility determination for the selected contractor per FAR Part 9.103.

END OF SECTION M