



**Date Issued:**

**February 27, 2020**

**Deadline for Submission of Questions:**

**March 6, 2020**

**Closing Date:**

**April 7, 2020**

**Closing Time:**

**12:00PM (noon), Frankfurt time**

**SUBJECT: REQUEST FOR PROPOSALS (RFP) No.: 72026720R00004  
IRAQ PERFORMANCE MANAGEMENT AND EVALUATION SERVICES (PMES)  
ACTIVITY**

The United States Agency for International Development seeks proposals from qualified organizations to implement the USAID/Iraq Performance Management and Evaluation Services (PMES) Activity described in the attached Request for Proposals (RFP). Subject to the availability of funds, USAID/Iraq plans to award a single cost-plus-fixed-fee completion contract to one successful offeror with an estimated cost in the range of \$20-25 million, covering a total estimated period of five years. The contract period is comprised of a basic period of three years and two one-year option periods.

This procurement will be conducted under full and open competition procedures, pursuant to Part 15 of the Federal Acquisition Regulation (FAR) (48 CFR Chapter I). Offerors are invited to submit a proposal in accordance with the requirements of the enclosed RFP. Proposals must be received by USAID no later than the date and local time stated above and in this RFP. USAID requires that offers remain valid for a minimum of 180 days.

Any current USAID/Iraq implementing partner, contractor or grantee, shall be disqualified from pursuit of work under this solicitation, either as a prime or subcontractor, if the work under the anticipated contract would be related whatsoever to the contractor or grantee's current award, as determined by the Contracting Officer. The Head of the Contracting Activity, in consultation with USAID's Competition Advocate, may authorize a waiver (in accordance FAR 9.503) by determining that preclusion of the Contractor from the contract would not be in the Government's interest.

Offerors should read the entire solicitation, which includes all pertinent technical sections and the terms, conditions and instructions required for submitting a proposal. Prior to the submission of proposals, any amendments to this solicitation will be made available through the Government port of entry at <https://beta.sam.gov/>. It is the offeror's responsibility to check this site periodically for official updates and amendments to the solicitation. This solicitation in no way obligates USAID to award a contract, nor does it commit USAID to pay any cost incurred in the preparation and submission of a proposal in response hereto. Furthermore, USAID reserves the right to reject any and all offers, if such action is considered to be in the best interest of USAID.

All questions, comments, requests for clarifications must be sent to [BaghdadOAADropbox@usaid.gov](mailto:BaghdadOAADropbox@usaid.gov) no later than the date and time indicated above. Questions will not be entertained after this date.

Thank you for your interest and we look forward to your participation.

Sincerely,

Zachary Clarke  
Contracting Officer  
USAID/Iraq

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	N/A	PAGE OF	1	PAGES	104
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 72026720R00004		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 02/27/2019		6. REQUISITION/PURCHASE NUMBER REQ-267-20-000008	
7. ISSUED BY ACQUISITION AND ASSISTANCE OFFICE U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT/Iraq				8. ADDRESS OFFER TO (If other than Item 7) ACQUISITION AND ASSISTANCE OFFICE U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT/Iraq					

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

### SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in N/A until 12:00 p.m. local (Frankfurt) time April 07, 2020.

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

10. FOR INFORMATION CALL: USAID/Iraq	A. NAME Zachary Clarke, Contracting Officer	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS <a href="mailto:zclarke@usaid.gov">zclarke@usaid.gov</a> , <a href="mailto:BaghdadOAADropbox@usaid.gov">BaghdadOAADropbox@usaid.gov</a>
		AREA CODE +49 (0)	NUMBER 69 7535	EXT. 2596	

### 11. TABLE OF CONTENTS

See Attached Table of Contents

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

### OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	
AREA CODE	NUMBER				

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) (1 )			23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY  USAID/IRAQ FINANCIAL MANAGEMENT OFFICE		
26. NAME OF CONTRACTING OFFICER (Type or print)  ZACHARY CLARKE REGIONAL CONTRACTING OFFICER			27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE

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

## TABLE OF CONTENTS

<b>PART I – THE SCHEDULE .....</b>	<b>6</b>
<b>SECTION B - SUPPLIES OR SERVICES/PRICES .....</b>	<b>6</b>
B.1 PURPOSE .....	6
B.2 CONTRACT TYPE .....	6
B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT .....	6
B.4 LINE ITEMS.....	6
B.5 INDIRECT COSTS.....	7
B.6 PAYMENT OF FIXED FEE .....	8
B.7 COST REIMBURSABLE.....	8
<b>SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK.....</b>	<b>9</b>
<b>SECTION D - PACKAGING AND MARKING .....</b>	<b>27</b>
D.1 AIDAR 752.7009 MARKING (JAN 1993).....	27
D.2 BRANDING STRATEGY.....	27
<b>SECTION E – INSPECTION AND ACCEPTANCE.....</b>	<b>29</b>
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE .....	29
E.2 INSPECTION AND ACCEPTANCE .....	29
<b>SECTION F – DELIVERIES OR PERFORMANCE .....</b>	<b>30</b>
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE .....	30
F.2 PERIOD OF PERFORMANCE.....	30
F.3 PLACE OF PERFORMANCE .....	30
F.4 PERFORMANCE STANDARDS .....	30
F.5 KEY PERSONNEL .....	31
F.6 REPORTS AND DELIVERABLES OR OUTPUTS .....	34
F.7 AIDAR 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007).....	39
F.8 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEPTEMBER 2013) .....	39
<b>SECTION G - CONTRACT ADMINISTRATION DATA.....</b>	<b>42</b>
G.1 752.7003 DOCUMENTATION FOR PAYMENT. (NOV 1998).....	42
G.2 ADMINISTRATIVE CONTRACTING OFFICE .....	43
G.3 CONTRACTING OFFICER’S REPRESENTATIVE (COR) .....	43
G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID.....	44
G.5 PAYING OFFICE.....	45
G.6 INVOICING INSTRUCTIONS .....	45
G.7 ACCOUNTING AND APPROPRIATION DATA .....	46
G.8 CONTRACTOR CONTACT INFORMATION.....	46
<b>SECTION H - SPECIAL CONTRACT REQUIREMENTS .....</b>	<b>47</b>

H.1	NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE .....	47
H.2	AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012).....	47
H.3	AUTHORIZED GEOGRAPHIC CODE .....	48
H.4	AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007) .....	48
H.5	EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002) .....	48
H.6	AIDAR 752.228-3 WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT) (DEC 1991) .....	49
H.7	INSURANCE AND SERVICES .....	49
H.8	SUBCONTRACTING PLAN, INDIVIDUAL SUBCONTRACT REPORT (ISR) AND THE SUMMARY SUBCONTRACT REPORT.....	50
H.9	CONSENT TO SUBCONTRACT.....	50
H.10	NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES.....	50
H.11	LOGISTIC SUPPORT .....	50
H.12	LANGUAGE REQUIREMENTS.....	50
H.13	ENVIRONMENTAL COMPLIANCE .....	51
H.14	RESTRICTIONS AGAINST DISCLOSURE (MAY 2016).....	52
H.15	COMPLIANCE WITH THE TRAFFICKING VICTIMS PROTECTION REAUTHORIZATION ACT.....	53
H.16	AUTHORIZED WORK WEEK .....	53
H.17	COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED .....	53
H.18	ELECTRONIC PAYMENTS SYSTEM.....	53
H.19	AIDAR 752.204-71 PARTNER VETTING (FEB 2012) .....	54
H.20	ADS 302.3.5.19 USAID-FINANCED THIRD-PARTY WEB SITES (AUG 2013).....	56
H.21	ADS 302.3.5.21 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCT 2014).....	58
H.22	ADS 302.3.5.10 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTION ON USE OF INFORMATION (SEPTEMBER 2018).....	59
	<b>PART II – CONTRACT CLAUSES.....</b>	<b>62</b>
	<b>SECTION I- CONTRACT CLAUSES.....</b>	<b>62</b>
I.1	NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	62
I.2	52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998) .....	65
I.3	52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (AUG 2019).....	65
I.4	FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) .....	67

I.5	FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	68
I.6	FAR 52.243-7 NOTIFICATION OF CHANGES. (JAN 2017)	68
I.7	AIDAR 752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD (JUN 1993)	70
I.8	AIDAR 752.222-71 NONDISCRIMINATION (JUN 2012)	70
I.9	AIDAR 752.229-71 REPORTING OF FOREIGN TAXES (JULY 2007)	71
I.10	AIDAR 752.231-72 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUG 2013)	72
I.11	752.245-70 GOVERNMENT PROPERTY - USAID REPORTING REQUIREMENTS. (OCT 2017)	73
I.12	752.7013 CONTRACTOR-MISSION RELATIONSHIPS (JUNE 2018)	75
I.13	752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)	76
I.14	752.7034 ACKNOWLEDGMENT AND DISCLAIMER. (DEC 1991)	76
	<b>J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>	<b>80</b>
	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>	<b>81</b>
	<b>SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS</b>	<b>81</b>
K.1	NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	81
K.2	FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (OCT 2018)	81
K.3	FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (AUG 2019)	85
K.4	FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION. (OCT 2015)	86
K.5	FAR 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES. (APR 2005)	89
	<b>SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS</b>	<b>90</b>
L.1	FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)	90
L.2	FAR 52.216-1 TYPE OF CONTRACT (APR 1984)	90
L.3	52.233-2 SERVICE OF PROTEST. (SEP 2006)	91
L.4	AIDAR752.204-70 PARTNER VETTING PRE-AWARD REQUIREMENTS. (FEB 2012)	91
L.5	GENERAL INSTRUCTIONS TO OFFERORS	93
L.6	DELIVERY INSTRUCTIONS	94
L.7	INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL	95
L.8	MANAGEMENT, STAFFING AND ORGANIZATIONAL CAPACITY	96
L.9	TECHNICAL UNDERSTANDING AND APPROACH	<b>Error! Bookmark not defined.</b>
L.10	PAST PERFORMANCE	97

L.11	INSTRUCTIONS FOR PREPARATION OF THE COST PROPOSAL.....	99
L. 12	INSTRUCTIONS FOR THE PREPARATION OF BRANDING IMPLEMENTATION AND MARKING PLANS: .....	106
	<b>SECTION M - EVALUATION FACTORS FOR AWARD.....</b>	<b>108</b>
M.1	GENERAL INFORMATION .....	108
M.2	EVALUATION FACTORS.....	108
M.3	TECHNICAL PROPOSAL EVALUATION FACTORS.....	109
M.4	PRICE/COST EVALUATION.....	111
M.5	DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD .....	111

**PART I – THE SCHEDULE**  
**SECTION B - SUPPLIES OR SERVICES/PRICES**

**B.1 PURPOSE**

The purpose of this contract is to procure services as described in Section C Statement of Work to implement the USAID/Iraq Performance Management and Evaluation Services (PMES) Activity.

**B.2 CONTRACT TYPE**

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

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

**B.3.1 Base Contract Period**

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is {to be completed at time of award}. The fixed fee, if any, is {to be completed at time of award}. The estimated cost-plus fixed fee, if any, is {to be completed at time of award}.

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is {to be completed at time of award}. The Contractor shall not exceed the aforesaid obligated amount.

(c) Funds obligated hereunder are anticipated to be sufficient through {to be completed at time of award}.

**B.3.2 Contract Option Periods (Year 4 and Year 5)**

a. The estimated cost for the performance of the work for Option Year 1, exclusive of fixed fee, if any, is {to be completed at time of award}. The fixed fee, if any, is {to be completed at time of award}. The total estimated cost-plus fixed fee, if any, is {to be completed at time of award}.

b. The estimated cost for the performance of the work for Option Year 2, exclusive of fixed fee, if any, is {to be completed at time of award}. The fixed fee, if any, is {to be completed at time of award}. The total estimated cost-plus fixed fee, if any, is {to be completed at time of award}.

c. In the instance where a contract option period is exercised by the Government, the Contracting Officer will add the Base Contract Period estimated cost and fixed fee, and exercised Contract Option Period(s) estimated cost and fixed fee to arrive at a grand total estimated cost and fixed fee for the contract.

**B.4 LINE ITEMS**

The Contractor is not allowed to exceed any Contract Line Item nor is authorized to shift funding between Contract Line Items without prior written approval of the Contracting Officer. No

amounts in excess of the amounts specified for each cost category will be billed against the Contract.

Item No	Supplies/Services (Description)	Amount
00001	Base - Evaluation Services Estimated Cost Fixed Fee Total Estimated Cost + Fee	
01001	Option 1 - Evaluation Services Estimated Cost Fixed Fee Total Estimated Cost + Fee	
02001	Option 2 - Direct costs Estimated Cost Fixed Fee Total Estimated Cost + Fee	
	<b>Total Base plus Options</b>	

**B.5 INDIRECT COSTS**

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		1/	1/	1/
TBD		2/	2/	2/
TBD		3/	3/	3/

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

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

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



**B.6 PAYMENT OF FIXED FEE**

Payment of the Fixed Fee will be made upon receipt of a proper invoice and will directly correspond to the percentage of allowable costs being paid. In accordance with FAR 52.216-8, Fixed Fee (JUN 2011), USAID will withhold 15% of the total fixed fee or \$100,000, whichever is less until the required conditions under the referenced clause have been met.

**B.7 COST REIMBURSABLE**

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

**[END OF SECTION B]**

## **SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **C.1 PURPOSE**

The Contractor will provide USAID/Iraq with utilization-driven support in the areas of project/activity monitoring, evaluation, research, organizational learning, and knowledge management. The primary goal of this contract is to improve performance management at all levels to help the Mission meet Agency requirements, make better informed strategic and management decisions, and advance USAID learning on effective development approaches.

### **C.2 BACKGROUND**

The U.S. Agency for International Development (USAID) has been a major partner in the U.S. Government's ongoing development efforts in Iraq. USAID/Iraq manages assistance designed to achieve a wide-ranging set of development results including the construction and/or renovation of key infrastructure; community stabilization; fostering economic growth; and building the capacities of national, local, and provincial governments to represent and respond to the needs of the Iraqi people. Currently, there are 17 activities with a combined value of \$955 million. In order to achieve success with these efforts, USAID/Iraq relies on performance information to support effective and informed decision-making.

USAID places great importance on monitoring, evaluation and learning. Additionally, the high political profile that characterizes U.S. assistance to Iraq requires that USAID report to a wide range of internal and external stakeholders such as Congress, the State Department, the National Security Council, inspectors general, and auditors, on both a regular and *ad hoc* basis.

### **C.3 STRATEGIC LINKAGES**

**PMES** will support the Integrated Country Strategy (ICS) for FY 2018-2021 and the Mission's Strategic Results Framework (see diagram below).

#### **ICS Objectives:**

**Objective 1:** Iraq develops a more effective, responsive, and accountable criminal justice system that provides a safe and secure domestic environment, regulated by laws that are evenly applied, independently adjudicated, and consistent with international standards.

**Objective 2:** U.S. engagement with Iraqi government institutions and political processes promotes transparency, accountability, impartiality, and responsiveness to citizens in order to prevent the resurgence of ISIS or successor organizations.

**Objective 3:** Reconciliation efforts unify and strengthen Iraqi society, including by active participation by the KRG in the GOI political process. Relationships across ethnic and religious divisions are strengthened and those that have been ostracized due to actual or perceived affiliation with ISIS are reintegrated.

**Objective 4:** Humanitarian assistance meets the immediate, basic needs of internally displaced persons and refugees in Iraq; mines and unexploded ordinance are cleared; and core services are restored (such as health, water, and education), supporting economic growth and job creation, including for ethnic and religious minorities.

**Objective 5:** The Iraqi government successfully secures international financing and investment to redress its fiscal crisis, sustain and diversify economic growth, and fuel reconstruction efforts

In conducting this contract, the Contractor must include input, technical contributions, and other pertinent work from relevant Iraqi stakeholders. These stakeholders may include Government of Iraq (GOI) officials, NGOs, civil society organizations, academic institutions, and/or other public or private organizations, as befitting the nature of the work to be conducted in addition to the other international donors contributing to the assistance clusters which USAID supports in Iraq. This is important to help USAID measure attribution for joint multi donors' projects.

**MSF GOAL: Contribute to a stable, sovereign Iraq that is able to respond in a timely and transparent manner to the needs of its citizens**

**OBJECTIVE 1: Promote pluralism of conflict-affected communities targeted by ISIS (ICS MO 2.4 / 2.5)**

**IR 1.1: Resilience of ethnic and religious minority communities improved (CRS; USIP)**

**Sub-IR 1.1.1: Availability of productive livelihoods increased (MENAI, HAI;IOM;DCEO;CRS)**

**Sub-IR 1.1.2: Availability of comprehensive services for survivors of ISIS atrocities increased (GISR-MENA GBV;HAI; IOM;FFS)**

**IR 1.2: Intercommunal trust improved (USIP)**

**OBJECTIVE 2: Reduce vulnerability of Iraqi communities (ICS MO 2.5)**

**IR 2.1: Basic needs of displaced and returning populations met (UNICEF;IOM)**

**Sub-IR 2.1.1: Humanitarian services provided to displaced and returning populations increased (OFDA;HAI)**

**Sub-IR 2.1.2: Essential services restored (FFS)**

**IR 2.2: Ability of subnational decision-making structures to provide services improved (GISR-MENA-GBV; IGPA)**

**IR 2.3: Ability of communities to resolve conflicts across ethnic and religious lines improved (GISR-MENAGBV; USIP)**

**IR 2.4: Economic opportunities increased (MENAI; IOM; DCEO)**

**OBJECTIVE 3: Lay the foundation for Iraq's pathway to self-reliance (ICS MO 2.3 / 5.1)**

**IR 3.1: Women and youth empowered (IGPA; CRS; GISR; MENA GBV)**

**IR 3.2: Economic growth improved (IGPA)**

**Sub-IR 3.2.1: Macro-economic environment enhanced (IGPA)**

**Sub-IR 3.2.2: Private sector growth enhanced (MENAI, DCEO)**

**IR 3.3: Citizen engagement enhanced (IGPA; IPEA)**

**Sub-IR 3.3.1: Citizen participation in governance increased Increased (IGPA; USIP; HAI; DCEO;IPEA)**

**Sub-IR 3.3.2: Social Capital strengthened Increased (DCEO )**

**IR 3.4: Service delivery enhanced (IGPA)**

**Cross Cutting: Monitoring, Evaluation and Learning**

#### **C.4 CHALLENGES**

Risks associated with the current security situation and the highly fluid political environment in Iraq limit severely the mobility of USAID’s expatriate staff, and even USAID implementing partner (IP) expatriate staff, to carry out regular monitoring and evaluation duties. This restricts Mission employees’ ability to undertake regular site visits to meet with activity beneficiaries and other stakeholders and makes it difficult to observe and verify activity implementation as they normally would in other Missions.

Other challenges include high expatriate staff turnover among USAID and the implementing partners (IPs) and relative lack of familiarity among most Iraqis with USAID’s policies, guidance, and best practices. Additionally, there are challenges related to results measurement that are common to USAID programming and international development programming including: attribution of particular results to donor assistance; desire to show “impact” when there is a known lag-time in achieving results (e.g., sustainable employment outcomes, youth development); desire to measure complex results (e.g. resilience, stabilization) not well-captured by uni-dimensional performance indicators; need for more credible and rigorous qualitative data collection and analysis for results not easily quantified; and need for more rigorous quantitative measurement across programming sectors.

#### **C.5 SCOPE OF WORK**

The purpose of the Performance Management and Evaluation Services (PMES) activity is to provide a wide range of services to USAID to enable it to effectively monitor program performance and operational context; evaluate the performance of results of USAID/Iraq activities; and, learn and adapt for improved effectiveness. USAID/Iraq needs to improve the quality of the Mission’s performance management practices so that monitoring and evaluation becomes easier, faster, more useful, and more cost-effective. The overall activity goal is to improve performance management – to enable the Mission to effectively collect, manage, and use performance information to achieve its development objectives.

The Contractor must implement a comprehensive performance measurement, monitoring, and evaluation program, and provide technical guidance to USAID/Iraq to enable USAID/Iraq to fulfill its performance monitoring, evaluation, reporting, and information-sharing obligations as mandated in USAID’s Automated Directives System (ADS) and other Agency guidance.

Per recent USAID worldwide policy, the Contractor must be familiar with Journey to Self-Reliance (J2SR) principles and may be asked to contribute towards J2SR data collection or interventions under the scope of this award.

PMES will serve as USAID/Iraq’s centralized performance management support mechanism. The Contractor must work collaboratively with the Mission’s staff and IPs to provide fast, flexible, robust, and rigorous monitoring, evaluation, learning, and related services. The PMES Contractor must contribute to the U.S. Government’s goal of in Iraq and support the continued alignment and adaptive management of all Mission activities by providing services across four components:

**Component 1: Performance management**

**Component 2: Evaluations services**

**Component 3: M&E Capacity Building**

## **Component 4: Collaboration, Learning and Adapting**

For all the services provided under each of these categories, the Contractor must work closely with the Program Office and technical teams to augment their M&E capacity, but not replace them in their overall leadership, management, and inherently governmental functions of the M&E process.

The Contractor must use flexible and adaptable systems and work plans in case of unanticipated changes. Should new M&E priorities arise during the course of this contract, the Contractor must recognize and adhere to adjustment of tasks in line with the overall M&E contract Statement of Work. In conducting work under this contract, the Contractor must seek input, technical contributions, and other pertinent work or information from relevant stakeholders, including the government, NGOs, civil society organizations, academic institutions, and/or other public or private organizations, consistent with and supportive of the nature of the work to be conducted. The Contractor is required—to the extent possible—to partner with local institutions and consultants in providing the services procured under this contract. The Contractor must operate from two offices: main office in Baghdad and small office in northern Iraq while using other office space through procuring this service from local based organizations.

### **C.5.1 Objectives:**

The Contractor must achieve the following overarching tasks:

- Assist USAID/Iraq to collect, manage, and utilize indicator information and other performance information in order to reveal whether desired results are being achieved and whether implementation is on track, and to ensure compliance with USAID policies and regulations.
- Provide expert assessment, evaluation and analytical services that will help USAID make programming decisions and new innovative designs.
- Build MEL capacity of USAID and other development stakeholders that will contribute to improved performance and quality program results.
- Promote a culture of Collaborating, Learning, and Adapting (CLA).

The Contractor must provide the identified Level of Effort per each of the expected results/deliverables as illustrated below:

### **C.5.2 Results and Contract Level of Effort (LOE):**

**Result C.5.2.1** Increased frequency and quality of project/activity monitoring (40% LOE)

**Result C.5.2.2** Increased use of evaluation and assessment results (40% LOE)

**Result C.5.2.3** Increased M&E capacity of USAID staff and implementing partners (10% LOE)

**Result C.5.2.4** Enhanced collaboration, learning and adaptation (CLA) practices at USAID/Iraq (10% LOE)

**Program Components/Results and Tasks are described below:**

### **Component 1: Performance management**

### **C.5.2.1: Increased frequency and quality of project monitoring**

Effective performance management requires the use of performance data through collecting, analyzing, interpreting and communicating results. Data collection includes not only those indicators specified in the Mission's Performance Management Plan (PMP), but also those that are collected through projects' and activity level M&E plans, sub-activity reports, field monitor reports, and secondary data received from other stakeholders. The Contractor must carry out interventions to strengthen project and activity level monitoring following the latest Agency guidance and rules.

#### **C.5.2.1.1 Develop/update the Mission Performance Management Plan (PMP) and project/activity MEL plans:**

Performance Monitoring, Evaluation and Learning (PMEL) plans are key to measure progress towards achieving results at the strategy, project and activity levels.

Performance management is the responsibility of USAID/Iraq staff, and the Contractor will not assume USAID/Program Office or technical team functions and responsibilities. Rather, the Contractor's support must enable USAID to more successfully fulfill its performance management responsibilities. Illustrative interventions include but are not limited to:

- The Contractor must support the Mission in performance management through; identifying approaches to strengthen results measurement, support for the development of the Mission Performance Management Plan (PMP) and results framework (RF), and supporting the Mission in data and trends analysis and improving its ability to communicate results to different stakeholder groups.
- The Contractor must support the Mission in thinking through the rationale and reasonableness of targets; developing Performance Indicator Reference Sheets for higher level indicators; identifying strategy level evaluation questions; and developing a PMP learning plan.
- Other tasks may entail working with technical teams and IPs to complete, improve, and update project/activity level plans (AMELP), and recommending different methods and tools of data collection and analysis while ensuring compliance with USAID performance management policies, guidance, and procedures.

#### **C.5.2.1.2 Third Party Monitoring (TPM):**

In USAID programming locations characterized by limited or non-permissibility for USAID staff, USAID relies on third party monitoring (TPM) to provide Contracting Officer's Representatives/ Agreement Officer's Representatives (CORs/AORs) with a source of independent monitoring data to inform management decisions and corrective actions. The Contractor must provide on-the-ground monitoring, verification and reporting services for USG contracts, grants, and cooperative agreements in Iraq. The Contractor's oversight, monitoring and reporting services must be independent and supplemental to that provided to USAID by implementing partners. All Contractor third party monitoring tasks must be done in close collaboration with USAID staff.

The expected range of third-party monitoring services expected under this Contract fall roughly into

two categories: (1) verification/activity oversight; and, (2) performance/outcome monitoring. In both cases, the Contractor's approved activity implementation/work plan and activity M&E plan serves as the basis for monitoring efforts. However, the former is more concerned with compliance, implementation progress, and the timeliness and quality of inputs and outputs. The latter is more concerned with whether the inputs and outputs are achieving the intended outcomes and impacts, the soundness of the development hypothesis, and the relevance of the program to address underlying development needs and constraints. The Contractor must work with USAID/Iraq's technical and program offices to design a work plan for the verification and monitoring needs for each activity. The COR will work with technical offices and the Contractor to maintain a tracker of monitoring assignments, which will be updated weekly.

To preserve the role of CORs/AORs in managing activity performance, the Contractor must not share monitoring findings directly with implementing partners, unless explicitly requested by USAID. Furthermore, the Contractor must not provide monitoring-related consultation, guidance or technical direction to USAID partners. It is ultimately the responsibility of USAID CORs/AORs to communicate performance-related issues to partners and identify and discuss next steps. If disagreements about the Contractor's monitoring findings arise that require clarification, USAID may convene meetings with the Contractor and/or partner to better understand discrepancies.

Illustrative Interventions under the TPM include:

- **Manage Team of Third-Party Monitors**

The Contractor is responsible for the recruitment, hiring, and training of at least 10 third party monitors. Training for Monitors must focus on project management, performance monitoring, data collection, evaluation, data quality, and other tasks critical to the successful performance of the field monitors.

To conduct third party monitoring, the Contractor must hire staff who are Iraqi residents (from the same localities/close to the activities locations) to the extent possible. The Contractor must maintain staff in Iraq that have sector-specific knowledge and expertise across the range of technical sectors in which USAID works in Iraq. The Contractor must ensure that the field monitors are able and willing to travel to monitor USAID activities across the entire 18 Iraqi provinces, districts and sub-districts. The Contractor is responsible for providing all logistical support for its staff to perform their monitoring duties, including office space, communication, transportation, etc.

- **Site Visits and Activity Oversight/Verification**

The Contractor must undertake regular site visits in Iraq. Most site visits are expected to be coordinated in advance with the USAID partner being monitored, but the Contractor may undertake spot check visits at the direction on the PMES COR and activity COR/AOR. In cases in which an activity is operating in multiple locations, USAID will either specify which locations the Contractor should visit, select the sites in collaboration with the Contractor, or ask the Contractor to propose a methodology to select a sample of sites to visit.

The Contractor must undertake oversight and verification tasks during site visits, which may



include assessing the implementing partner's progress against timelines and benchmarks in implementation/work plans; reviewing the existence of appropriate internal controls to ensure the delivery of services to intended beneficiaries; reviewing compliance with pertinent USG and USAID regulations, laws and policies, such as regarding branding and marking, environmental compliance, workplace environment, Gender and C-TIP compliance, etc.; conducting checks of the timeliness and quality of activity inputs and outputs; confirming the accuracy of data reported by partners in the quarterly and annual reports; and other tasks as identified by the PMES COR and activity COR/AOR.

Oversight/verification activities include, but are not limited to the following:

- Verifying the eligibility of listed beneficiaries for particular services or programs ensuring that services are reaching eligible and intended beneficiaries
- Gathering feedback on the quality and relevance of training and technical assistance programs
- Verifying the proper and safe storage of commodities
- Verifying sub-contractor/grantee compliance with sub-contract/grant terms; and
- Verifying compliance with quality and safety measures for construction and rehabilitation programs.

In collecting information, the Contractor is responsible for proposing and implementing an appropriate mix of monitoring, verification and reporting methods. Examples of methods could include document review, beneficiary feedback surveys, key informant interviews, focus group discussions, crowdsourcing, etc. In most cases during site visits, PMES Contractor monitors are expected to take GPS-, date-, and time-stamped digital photos. If due to security concerns or privacy considerations photographs are deemed inappropriate, rationale for not taking photos should be documented in the monitoring and verification report. The Contractor or USAID may recommend additional technologies and approaches to enhance monitoring.

- **Outcome Monitoring and Compliance Monitoring**

The Contractor must support CORs/AORs in monitoring the outcomes of their activities in Iraq locations. Outcome monitoring tasks may include reviewing progress against the indicators and targets established in the activity MEL plan; conducting data quality assessments for a sub-set of output and outcome indicators; monitoring assumptions; examining the validity of the relationships as proposed in the activity results framework; and other tasks as identified by the PMES COR and the activity COR/AOR. The Contractor is responsible for proposing and implementing an appropriate mix of data collection and analysis methods to answer information needs including but not limited to surveys, crowdsourcing, key informant and group interviews, focus group discussions, and/or other basic quantitative or qualitative methods.

The Contractor must also monitor compliance with USAID's policy and regulations by Implementing Partners, e.g. environmental compliance regulations (22 CFR 216), Gender empowerment and gender equality per ADS 205 and Trafficking in Person (C-TIP) Policy released in 2012.

- **Develop Tools and Templates**

Although USAID will provide monitoring guidance, tools and templates for ongoing activities, the Contractor must provide concrete monitoring tools and approaches for both verification/activity oversight and performance/outcome monitoring purposes. The Contractor is responsible for designing monitoring tools for new activities and modification of existing tools when needed and requested by USAID. In doing so, the Contractor must draw upon international best practices for doing third party monitoring in limited or non-permissive environments and be able to propose creative and innovative solutions to address challenges. The Contractor must provide recommendations regarding any suggested modifications in the monitoring methods to enhance monitoring tasks. The Contractor must work in collaboration with USAID to determine if in addition to the monitoring tasks proposed by activity CORs/AORs there should be any standardized monitoring tasks or practices across activities. If so, the Contractor must support the development of any standardized monitoring tools or checklists.

- **Reporting**

The Contractor is responsible for providing regular and timely monitoring and verification reports to USAID that detail findings and recommendations. The timeframe of reports is expected to be weekly. Monitoring site visits reports of each site visits must be uploaded in the database no later than seven calendar days. However, USAID may request the provision of ad hoc information, situation reports, and reports based on need such as emergency situations. The Contractor must, to the best of its ability, provide data to USAID that; reflects the reality in the field, avoids systematic bias or distortion, is corroborated as feasible, and when applicable, represents a generally representative beneficiary or stakeholder perspective. Any known data biases and weaknesses must be transparent in the Contractor's reports to USAID to enable activity CORs/AORs to more accurately weigh and interpret the information in their decision-making.

The Contractor must provide and manage a user friendly database for planning, storing, organizing, searching, and archiving monitoring data which is readily accessible to the IFMs, USAID/Iraq staff, and others as appropriate, the database may be built on the existing database to ensure continuity of monitoring data.

#### **C.5.2.1.3 Data Quality Assessments (DQA)**

The goal of the DQA is to ensure that decision makers are fully aware of data strengths and weaknesses and the extent to which data can be trusted when making management decisions and reporting. DQAs are important to verify the data quality per the five standards of validity, reliability, timeliness, precision and integrity of all performance indicator data. For reference, USAID/Iraq must conduct a DQA at least once every three years for those data reported to USAID/Washington. DQA assessments timing and frequency will be planned with the USAID/Program Office and technical teams based on data collection and reporting schedules by implementing partners.

The Contractor must perform the following:

- **Conducting DQAs:** The Contractor must support the Mission in planning and conducting(DQAs) for its PMP indicators (number of them might not part of the project/activity level indicators), in addition to project/activity PPR indicators (number of

them might also be part of the PMP indicators) in compliance with ADS 201 guidance. The average number of PPR indicators to undergo DQAs per year will be around 15-25 per set up a schedule that will be approved by the COR.

- The Contractor must conduct the field work of the DQA in addition to preparing the DQA reports and submitting them to the CORs through the PMES COR. The DQA reporting will follow ADS 2013.5.8., the templates provided by USAID (DQA memo and checklist) which will state the level of meeting the data quality per the five DQA standards, identify areas of strength and weaknesses of the data and set up recommendations for improvement. The Contractor must then work with the C/AORs and the implementing partners on setting up action plans for addressing findings and implementing the recommended improvements.
- **DQA Follow Up:** The Contractor must conduct follow up visits and reviews to ensure the recommended actions have been implemented by the implementing partners and submit final close out report of the findings.
- **Maintain the DQA tracker:** In collaboration with the PMES COR, the Contractor must develop a tracker that includes the annual DQAs for PMP indicators and for activities PPR indicators. The Contractor must update the tracker annually, ensuring meeting ADS 201 requirement of conducting DQAs for the same indicator every three years.

#### **C.5.2. 1. 4 Performance management system**

The Contractor is required to provide and maintain a system to manage all PMP, and AMELPs' (as well as any Project MELPs, if established during the contracts period of performance) indicators information and track performance over the Strategic Results Framework period. Currently the Iraq Mission is using a Microsoft Excel spreadsheet as a Performance Indicator tracker, however, the Contractor must review the current tracker and propose more advanced but user-friendly tracking tool building on the existing tracker. The performance management system must track at a minimum the following:

- a) Results Framework -Intermediate Results, Sub-Intermediate Results, b) Implementing mechanisms - name, award number, start date, end date, total estimated cost, etc. c) Indicators - name, unit of measurement, definition, data frequency, numerator, denominator, disaggregation, annual targets, annual results, associated results (from strategic results framework and/or F Standard Program Structure), associated implementing mechanisms, date of last data quality assessment, etc. The tracking system will serve as a repository for all PMP, projects and activities indicators.
- Working in collaboration with the USAID/Iraq Program Office, the PMES COR, the Contractor must update indicator information quarterly and annually after the end of the USG fiscal year and provide data for the PPR. The bulk of the indicator information will come from partners' quarterly and annual reports.
- The Contractor must collect other indicator (context indicators) information through various sources depending on each specific case per the activities' Performance Indicator Reference Sheets (PIRSs). Some will come from the internet and/or direct data collection and others

directly from USAID.

- The Contractor must prepare regular or custom performance and context reports (e.g. for the PPR, portfolio reviews, one-off requests etc.) based on the indicators information, and work with USAID/Iraq to develop ways of analyzing and presenting this information to stakeholders. Throughout data collection (where practical and economical), for context and performance indicators, the Contractor must include geographic information.
- USAID's Bureau for Policy, Planning and Learning (PPL) and the Management Bureau's Office of the Chief Information Officer is currently in the final stages of developing and piloting a standard data management platform (Development Information System-DIS). Though there is currently no release date or timeline for rolling it out to USAID missions, this platform may become the mandatory Agency standard and be adopted by USAID/Iraq within the period of this contract. At such time the Contractor must migrate the Mission-level PMP and existing performance information into the new platform and help train Mission staff and implementing partners in adopting the system.

**Result C.5.2.2. Increased use of evaluation and assessment results:  
Component 2: Evaluations and assessments services**

**C.5.2.2.1 Evaluations:**

ADS 2013.5.9 defines evaluation as the systematic collection and analysis of information about the characteristics and outcomes of programs and projects as a basis for judgments, to improve effectiveness, and/or inform decisions about current and future programming. USAID evaluations are grouped into two categories; impact evaluations, which use experimental and quasi-experimental methods and are characterized by having a rigorously defined counterfactual and performance evaluations, which draw on a range of quantitative, qualitative, and mixed methods approaches.

Given the nature of USAID project (PAD level) and activity designs and implementation strategies, performance evaluations are the most common type of evaluation conducted. According to ADS 201.3.5.12, performance evaluations focus on descriptive and normative questions: what a particular activity has achieved (either at an intermediate point in execution or at the conclusion of an implementation period); how it is being implemented; how it is perceived and valued; whether expected results are occurring; and other questions that are pertinent to program design, management and operational decision making. Performance evaluations often incorporate before-after comparisons, but generally lack a rigorously defined counterfactual. The ADS 201 also emphasizes the need to apply rigorous methods, which include using quantitative and qualitative methods when conducting performance evaluations.

The Contractor must assist the Program Office in maintaining a forward-looking evaluation plan per ADS 201.3.15. The plan must include, at a minimum, evaluation type, purpose, expected users, start/end dates, estimated budget, and whether the evaluation is required/not required. Beyond USAID evaluation requirements, number of circumstances could trigger the need for evaluation, including:

- performance information indicates unexpected (positive or negative) results.
- monitoring data or informed feedback of beneficiaries and partners suggests implementation problems or unintended consequences/impacts of programming.
- potential issues around sustainability, cost-effectiveness, and/or programming relevance have been identified.
- questions around the validity of the logic model or development hypothesis; and/or,
- Mission staff and stakeholders require additional information to inform decision-making, understand outcomes, respond to stakeholder queries, or inform the design of follow-on programming.

### **Performance Evaluations**

The Contractor must respond to an estimated 1-5 performance evaluation service requests from USAID/Iraq annually. The Contractor must provide a full range of professional performance evaluation services. These services must include (1) design, procure, manage and implement independent rigorous performance evaluations of USAID/Iraq funded country programs, projects, and activities; (2) conduct data analysis and produce reports on evaluation findings that are clear and accessible to multiple audiences; (3) contribute knowledge to USAID staff and stakeholders and facilitate learning about the effectiveness and impact of USAID investments through dissemination of information and lessons from evaluations; and (4) conduct data analysis and produce reports on evaluation findings on centrally funded evaluations.

### **Impact Evaluations**

The ADS states that any activity within a project involving untested hypotheses or demonstrating new approaches that are anticipated to be expanded in scale or scope through US Government foreign assistance or other funding sources will, if feasible, undergo an impact evaluation. If it is not possible to effectively undertake an impact evaluation, operating units may instead undertake a performance evaluation, provided that the final evaluation report includes a concise but detailed statement. It is estimated that approximately 10% of evaluations conducted by USAID operating units will be impact evaluations.

The ADS indicates that impact evaluations measure the change in a development outcome that is attributable to a defined intervention; impact evaluations are based on models of cause and effect and require a credible and rigorously defined counterfactual to control for factors other than the intervention that might account for the observed change. Impact evaluations in which comparisons are made between beneficiaries that are randomly assigned to either a treatment or a control group provides the strongest evidence of a relationship between the intervention under study and the outcome measured.

The Contractor may be required to respond to up to 2 impact evaluations service requests annually. The Contractor must have the capacity to design, procure, manage and implement impact evaluations using experimental or quasi-experimental designs. Experimental design will generate treatment and control groups by randomly allocating intervention among eligible participants. Quasi-experimental designs will generate a control group that resembles the treatment group, at

least in observed characteristics, through a matching method; and using for example, propensity score matching, difference-in-difference, regression discontinuity methodology to compare treatment and control groups before and after project implementation. Evaluations using experimental design will typically commence at the beginning of a project's/Activity's implementation, to give evaluators the opportunity to work closely with project/activity implementation staff in designing the evaluation and for obtaining data throughout the life of the project/activity.

The Contractor must have the capacity to plan logistics associated with executing impact evaluations, including but not limited to arranging transportation, visas, etc. The Contractor must also have the capacity to manage logistics, including field visits to remote areas.

For all evaluations, the Contractor must allocate sufficient level of effort for team planning meetings at the beginning of the evaluation as well as for sufficient team preparation prior to field work. Furthermore, the Contractor must allocate sufficient time for data collection and analysis. The Contractor must allocate sufficient level of effort for drafting quality reports per the terms and standards of the award and per ADS 201 requirements, in addition to presentations of conclusions and recommendations. The ADS requires that all evaluations be made publicly available through the Development Experience Clearinghouse. In complex environments, in some instances, reports may be designated Sensitive But Unclassified (SBU) or higher. The Contractor may be required to draft a public version of the reports as well, in which the most sensitive information has been removed. The ADS also requires the public sharing of all evaluation data sets. Unless otherwise noted, all data sets developed under the IDIQ must be submitted to <https://mft.usaid.gov>. Also, see Executive Order - Making Open and Machine Readable the New Default for Government Information, May 9, 2013.

#### **C.5.2.2.2 Surveys, Analysis and Assessments:**

Required interventions include but are not limited to:

**Conducting PMP and Project/Activity Baselines that correspond to key outcomes and impacts in line with ADS 201.3.5.7:** The Contractor must perform the following:

- The Contractor must support the review or establishment of Baselines and Targets for the Wide-Mission PMP and Projects/Activity mainly at the Project/Activity design stages and/or early in the Project's/Activity's lifespan but before any significant implementation has occurred. The Contractor must support custom surveys to set baselines and inform progress on one/more of the strategy Development Objectives or sector level indicators.
- Conduct/manage the surveys/studies while ensuring the use of widely recognized and academically acceptable standards of data collection, 2) determine requirements and plans for data collection and that data must be collected at multiple points throughout the life of the project/activities (pre and post data to measure the change).
- Conduct ad hoc polls and baseline surveys; it is essential to have quality baselines (using internationally recognized scientific standards and realistic targets for each performance indicator).

- Determine data requirements and plans for baseline data collection, ensuring that gender-disaggregated information requirements are adequately established. Data collection will need to be incorporated at multiple points throughout the life of activities, collecting baseline and follow-up data to demonstrate change.
- Adjust existing baselines as needed and establish baselines for new indicators/projects as requested.
- Help technical offices and/or IPs to develop attainable performance targets.
- At the request and guidance of USAID's technical Offices and taking into consideration time, budget, and other practical considerations, establish custom surveys to set baselines and inform progress on DO- or sector-level indicators.

#### **C.5.2.2.3 Assessments, Special Studies and Surveys:**

The Contractor must be ready to respond to demand driven and unforeseen needs requests by USAID/Iraq to carry out assessments and studies related to the political, security, economic, social and humanitarian situations and challenges affecting the Iraqi people and USAID supported programs.

Required interventions include, but are not limited to the following:

- The Contractor must conduct reviews, assessments and prepare reports on relevant data for sector/s, markets/industries and or institutions, in order to inform Mission strategic planning, decision-making, budgeting, activity and project design and implementation. The Contractor must conduct assessments on sector/s' policy and legal framework, institutional capabilities, donor mapping, strengths, weaknesses, gaps and opportunities of a sector, then recommend opportunities for focusing resources geographically, within a sector or across sectors, or on specific populations and beneficiaries within Iraq, such as economically vulnerable households, ethnic religious minorities (ERM), women, youth or other communities.
- The Contractor must conduct thematic assessments on issues that are relevant to USAID/Iraq interests and programing such as gender assessments that will contribute to establishing the gender strategy of the mission and gender mainstreaming plan in the projects'/activities' designs. The Contractor must also conduct youth assessments and analysis that would assist in developing the mission's youth strategy and designs of activities that are directly and indirectly targeting youth, etc.
- The Contractor must conduct ad hoc polls or surveys that are needed for urgent decision making or reporting to higher level officials.
- The Contractor must design infographics on activities, projects, indicators and results.
- The Contractor must maintain and provide regular granular contextual data by governorate, district and major cities reporting, including: security incidents, political leadership and changes, economic issues (including types of licit and illicit trade), and social data and issues (e.g., such as social exclusion, gender-based violence, etc.).
- The Contractor must report monitoring indicators for the joint State Department-USAID

Performance Plan and Report (PPR) and reporting on evaluations in the Evaluation Registry.

The Contractor must manage (sub-contracting) or conduct these assessments/analyses including the design and setting up the research questions, providing logistical support of the field staff.

**Result C.5.2.3: Increased M&E capacity of USAID staff and implementing partners:  
Component 3: M&E Capacity Building Services**

**C.5.2.3.1 Training for USAID staff, implementing partners and stakeholders:**

In order to enhance USAID/Iraq's M&E, learning, and adaptive management capacities, the Contractor must provide capacity building and learning support services to USAID staff, its implementing partners and other stakeholders when identified as essential to achieve the mission's results and comply with ADS M&E regulations.

Required interventions to be carried out by the Contractor include but are not limited to:

- The Contractor must organize and facilitate training courses and workshops and other related events for USAID staff and implementing partners. Training topics will be identified by the USAID/Program Office in collaboration with the USAID technical teams. Training needs assessments might be conducted by the Contractor upon USAID request to identify the needed training. Training topics include but are not limited to; USAID M&E policy guidance and resources, developing MEL plans, developing good evaluation statements of work and evaluation questions, conducting data quality assessments, monitoring context and complex results, etc.
- The Contractor must deliver center-based training (in groups) in addition to individual coaching sessions that are provided based on a case by case basis of USAID staff and their implementing partners. More focus of the coaching sessions will be placed on the civil society organizations that implement US assistance grants and are limited in M&E knowledge and experience.

**Result C.5.2.4: Enhanced collaborating, learning and adapting (CLA) practices at USAID/Iraq**

**Component 4: Collaborating, Learning and Adapting (CLA)**

USAID/Iraq aims to be an effective learning organization and thereby a more effective development organization. This can be done with the application of CLA approaches and practices which are applied by staff and other stakeholders who have the knowledge, skills and resources to carry them out. Integrating CLA into USAID/Iraq work helps to ensure that its programs are coordinated with others, grounded in a strong evidence base, with clearly recognized attribution of US assistance to the Iraqi people especially when pooled with other donors' assistance and iteratively adapted to remain relevant throughout implementation.



#### **C.5.2.4.1 Learning Agenda and Capacity Building:**

- The Contractor must support USAID/Iraq in the development of a Learning Agenda that will enable USAID, partners and stakeholders to utilize a variety of available information and data resources, analyze and use the findings to guide the implementation of the projects and activities. The Contractor must develop and discuss the steps for setting up the plan in addition to organizing events in order to disseminate learning among USAID, implementing partners and other stakeholders. The learning agenda must include improving organizational practices and capacity for learning and adapting with the Mission staff and with respect to business processes. The learning agenda must focus on deepening coordination, collaboration and synergies within the Mission regarding performance monitoring and evaluation lessons learned and with other donors and stakeholders in order to avoid duplication of efforts and to be able to measure USAID attribution in cases of multi-donors interventions.
- The Contractor must support the mission in improving organizational practices and capacity for learning and adaptation with the Mission staff and with respect to business processes, deepening coordination, collaboration and synergies within the Mission regarding M&E lessons learned.
- The Contractor must support operationalization of collaborating, learning, adapting (CLA) and knowledge management within USAID/Iraq throughout the Program Cycle. This includes building the capacity of USAID staff and stakeholders' M&E knowledge, learning, overall performance management capabilities and skills using a participatory approach to designing and implementing the M&E program.
- PMES must contribute to USAID/Iraq's effort in developing its Self-Reliance Learning Agenda (SRLA). It will generate, collect, synthesize, and disseminate evidence and learning, and facilitates their use to inform the mission's efforts to support Iraq on their journeys to self-reliance.

The data and metrics collected by PMES should help the mission and its local partners understand progress towards self-reliance and how they are applying this understanding. It should help answer some of the SRLA questions set up in the [SRLA Fact sheet](#).

#### **C.5.2.4.2 Outreach and dissemination of CLA practices and results:**

- The Contractor must synthesize performance monitoring and evaluation lessons and must analyze policy. A key purpose of evaluation is learning. The ultimate aim is to contribute to a clearer understanding of “what works” in achieving the mission of the Agency, in both the short and longer term, and to improve the effectiveness of USAID investments globally. The Contractor must review, analyze, and synthesize evaluation reports to analyze policy and strategy implications for USAID consideration. Either in developing the synthesis or in disseminating the learning, meetings with international participation can be useful in some

cases. Therefore, the Contractor must develop innovative approaches to plan and implement meetings in support of evaluation synthesis and learning, as USAID positions itself as a thought leader in the field of international development.

- The Contractor must prepare and carry out MEL-related communications and outreach, including case studies, success stories, learning and donor coordination events, social media monitoring, communication campaigns, and other activities in all media formats considered necessary as part of USAID Iraq's MEL work. The Contractor must organize partner, stakeholder and donor meetings to discuss progress and results, facilitate regular pause-and-reflects, donor coordination/collaboration and similar type meetings/events.
- The Contractor is responsible for producing summary reports of evaluations to determine and develop appropriate mechanisms to disseminate information and messages to specific audience, develop and design meeting agenda, secure and make available meeting space and all appropriate audio visual equipment, provide meeting facilitation services, and translation services where appropriate as well as arrange for participation of key experts when necessary.

## **C.6 SECURITY AND IMPACT OF EXTERNAL ENVIRONMENT**

Security for the Contractor's personnel and offices is the responsibility of the Contractor. The Contractor must remain fully abreast of the political and security situation to the best of its ability as it may affect the implementation of this contract. The Contractor must assess the security situation in Iraq, and institute appropriate measures. The Contractor must establish security protocols that facilitate safety of all staff and safety of data collected under this contract and allow completion of required tasks and activities in the prevailing operating environment. If security factors are expected to disrupt implementation or to cause delay in attaining established targets, the Contractor must immediately notify USAID.

## **C.7 GENDER/ETHNIC/ RELIGIOUS DIVERSITY CONSIDERATIONS**

The contract services will be carried out in different geographic areas of Iraq which are characterized by a variety of differences in religion and culture and perspective to gender. The Contractor must be aware and well prepared to work in such an environment and to be respectful to those differences.

The Contractor must develop a plan that describes its processes and procedures to ensure adherence to gender equity and gender sensitivity principles in addition to the inclusion principles especially when dealing with communities from ethnic, religious and cultural backgrounds and people with disabilities.

The plan must be based on arrangements to be made for further exploration of the gender, religion and cultural constraints in the geographic work locations, how to address them properly in the field when executing the contract services and what training and preparation are needed for the Contractor's staff to be able to perform tasks while being gender sensitive and respectful of diversity. The plan must ensure the collection of gender disaggregated data in all the services provided by the Contractor; assessments, evaluations, surveys, training, etc. Gender analysis capacity is needed for related contractor staff and should be reflected in their job description.

The Contractor must adhere to the following gender-related M&E operating procedures, including:

- USAID data collection procedures mandate male/female disaggregation.
- Contractor must be familiar with [ADS 205, Integrating Gender Equality and Female Empowerment in USAID's Program Cycle](#) and well-versed in conducting gender analyses for USAID projects and activities.
- Include specific gender-sensitive indicators that the Implementing Partner is expected to use.
- Encourage Implementing Partners to use one or more of the nine standard indicators on gender.
- Ensure strategies are in place to monitor unintended consequences of projects and activities, such as gender-based violence.
- Support the Program Office with analyzing gender inclusion data and working with the COR/AOR and Implementing Partners to develop/refine strategies to expand the inclusion of women and members of historically disadvantaged minority groups (based, e.g., on ethnic, disability, or religious status) in USAID/Iraq programs.
- The Contractor must address gender-specific reporting. Examples:
  - ❖ What new opportunities for women and men were created?
  - ❖ What differential negative impacts on males/females (such as increasing the risk of gender-based violence) were addressed or avoided?

Other issues to be taken into consideration when setting up and implementing the inclusiveness plan:

In conducting field studies or surveys, the Contractor will need to be culturally sensitive and activities may need to be gender-segregated to facilitate participation by women. Facility selection will need to ensure appropriate access and privacy for women. Interviews, workshops, or other activities conducted with women may need to be led by women. As far as practicable in various assignments, the Contractor shall undertake specific assessments of perceptions, attitudes, and values of women and the impact of activities on women in target areas.

The Contractor must pay attention to—and highlight—gender-based constraints and issues in connection to conduct of all deliverables. For example, the Contractor should highlight gender-specific issues that arise from the data collection of implementing partners. The Contractor should also identify gender trends that materialize from evaluations and assessments. The Contractor must inform USAID of such issues and offer suggested measures to be taken to address them.

**[END OF SECTION C]**

## **SECTION D - PACKAGING AND MARKING**

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

- (a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.
- (b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.
- (c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.
- (d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

### **D.2 BRANDING STRATEGY**

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” at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID "Standard Graphic Manual" available at <http://www.usaid.gov/branding/gsm>, or any successor branding policy.

The Branding Strategy for this contract is as follows:

*Activity Name:* Iraq Performance Management and Evaluation Services.

*Positioning:* The branding shall incorporate the message, consistent with the USAID brand, "This assistance is from the American People".

*Visibility:* While visibility is an important aspect of the Project, distinction must be made between different audiences – public information available for American audiences and public education materials available for public audiences in Iraq. Thus, USAID requires the contractor to have the capacity to translate and distribute communication materials in both English and Arabic.

In the case of project deliverables for American audiences, visibility is a top priority and, only in cases of sensitive or potentially classified content would project deliverables be deemed by USAID/Iraq to be unmarked. The contractor must work closely with USAID/Iraq and its other

implementing partners in the determination of markings for project deliverables for Iraqi audiences. Establishment of a strong communications with USAID and its implementing partners is essential.

The Contractor's Branding Implementation and Marking Plan is incorporated into the contract as Attachment # {to be completed at the 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 clause.

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

NUMBER	TITLE	DATE
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.

**[END OF SECTION E]**

## SECTION F – DELIVERIES OR PERFORMANCE

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

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

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

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER ALTERNATE I	AUG 1989
52.243-2	CHANGES—COST-REIMBURSEMENT	AUG 1987 APR 1984

### F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is {to be completed at time of award} through {to be completed at time of award}. The period of performance for option periods, if any, is: {to be completed at time of award}.

The base performance period shall be three (3) years from [redacted] to [redacted], with up to two, one-year options for a maximum performance period of five (5) years. Decisions to fund the options will be determined by assessment of program performance, USAID requirements, and the availability of funding in accordance with FAR 52.217-9, Option to Extend the Terms of the contract.

### F.3 PLACE OF PERFORMANCE

The place of performance is Iraq.

### F.4 PERFORMANCE STANDARDS

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

## **F.5 KEY PERSONNEL**

a. The key personnel positions which the Contractor must furnish for the performance of this contract are as follows:

1. Chief of Party (COP)
2. Deputy Chief of Party (DCOP)
3. Senior M&E Specialist

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

c. Key Personnel Requirements:

### **1. Chief of Party (COP)**

This position requires approximately 10 years' experience in overseas development experience and leading organizations, in both management and technical capacities, with a proven track record of programmatic accomplishment, professional achievement, management competence, strong written and oral communication skills, excellent interpersonal skills and a thorough knowledge of and experience implementing monitoring and evaluation programs.

#### **a. Duties and responsibilities:**

Develop and oversee contract work plans and budgets based on expected contract outputs and results using an adaptive management approach.

Provide overall responsibility for all data collection, monitoring and evaluation, report generation, learning and dissemination activities, and related tasks.

Ensure quality control and the overall responsiveness of MEL technical assistance provided under the contract, including necessary adjustments to operations to fit the requirements of USAID and working environment in Iraq.

Oversee the training for staff (mainly the field monitors) and building local capacity for monitoring and evaluation staff and/or subcontractors.

Identify issues and risks related to contract management in a timely manner.

Manage the activity's financial resources in accordance with the budget as well as USAID's policies and regulations.

#### **b. Required qualifications:**



An advanced university degree in a relevant subject area is required. Academic coursework or concentration in International Development, program evaluation, measurement or program analysis or equivalent 7 years M&E work related experience is required.

Demonstrated experience in evaluation methodology, statistical analysis, experimental design, and/or data collection and analysis, and familiarity with Third-Party Monitoring is required. Demonstrated ability to produce and edit reports and technical documents is required.

Demonstrated ability to convey data and findings in a concise, accessible, and visually compelling manner is required.

A minimum of ten years of demonstrated relevant project management experience in developing countries is highly desirable. Experience in the Middle East is highly desirable.

Exceptional interpersonal and oral communications and presentation skills are required.

Demonstrated experience in managing activity teams that have diverse backgrounds and skills is required.

Demonstrated ability to assemble, quickly and effectively, and to manage a highly skilled, interdisciplinary team is required.

Full professional proficiency in spoken and written English is required. Must be able to use the language fluently and accurately and be able to read all styles and forms on all levels pertinent to professional needs. Modern Standard Arabic ability is desirable but not required.

Experience working with a diverse group of stakeholders, including donor/development organizations, government officials, civil society leaders, community leaders, and project beneficiaries is required.

Experience building organizational capacity in monitoring and evaluation, dissemination and learning and/or training individuals in monitoring and evaluation is required.

## **2. Deputy Chief of Party**

### **a. Duties and responsibilities:**

Responsible for activity's administration and operations, including personnel management including the field monitors, ensuring proper training for them.

Assist COP in performance management systems, financial management, and timely completion and submission of all activity deliverables.

Responsible for day to day supervision of staff and resources of activities under the contract. Coordinates work with local subcontractors and evaluation staff.

Coordinates with local staff of USAID implementing partners, Central and Regional Iraq Government officials, academics, donors and stakeholders.

Assists with overseeing and coordinating the staff training and building local capacity for monitoring and evaluation staff and/or subcontractors.

**b. Required Qualifications:**

An advanced university degree in economics, project management, business/financial management, or a relevant field, and demonstrated relevant professional experience is required. Exceptional managerial and operational experience, and preferably experience in supporting complex activities involving coordination with multiple program partner institutions are required. Full professional proficiency in spoken and written English and Arabic is required.

**3. Senior Monitoring and Evaluation Specialist (Locally Hired Position)**

**a. Duties and responsibilities:**

Leading and managing the technical work related to performance monitoring and evaluation under this contract.

Lead the technical design, data analysis, and report writing aspects in relation to the monitoring of activities and processes under this contract.

Advise the COP and DCOP on adherence to contract interventions and processes to fulfill required deliverables and tasks and to fill any temporary gaps in staffing.

Lead/oversee the review of the USAID PMP and providing technical support for implementing partners on the development of their activity MEL plans, and support such technical work as reviewing reporting methods, carrying out training needs, designing reporting tools and advising USAID/Iraq technical teams on their M&E work.

Oversee, recruit for, and participate in evaluations and assessments throughout the life of the contract.

Responsible for managing, training and mentoring field monitors and the design of monitoring tools and methodology.

Ensure the short-term technical experts and evaluation team members recruited under this contract are of a high caliber and possess the required technical expertise.

May serve as the evaluation team leader of select evaluations conducted under this contract to be identified.

Responsible for the design, quality, development and completion of all assessments, analytical reports and evaluations.

Contribute substantially to the design and field testing of the evaluation methodology, participatory data collection methods and protocols, data verification techniques, and other technical evaluation and analytical tasks conducted under this contract.

**b. Required Qualifications:**

An advanced university degree in international relations, economics, statistics, public policy, research methods, program assessment, evaluation/measurement or another relevant field is required.

Demonstrated M&E experience in development and humanitarian programs is required.

Demonstrated experience in designing and implementing performance and impact evaluations of development interventions including evaluation design, developing evaluation questions, etc. is required.

Demonstrated experience in statistical analysis, experimental design, and/or data collection and analysis, and experience with Third-Party Monitoring is required.

Full professional proficiency in spoken and written English and Arabic is required.

**F.6 REPORTS AND DELIVERABLES OR OUTPUTS**

**A. Projected Workload/Initial Planning**

Below is an illustrative schedule of anticipated deliverables throughout the life of the contract to help the Contractor with initial planning. This schedule will be reviewed and updated as needed at the startup of the contract and during preparation of annual work plans and progress status reports. Changes to this schedule will not require a contract modification but must be documented in the work plan.

<b>Component</b>	<b>Estimated # and frequency (subject to change based on needs)</b>
<b>Performance management</b>	
Develop/update the Mission Performance Management Plan (PMP) and the projects' MELP	Update on annual basis
Review/support the finalization of activities MEL plans	10-20 plans annually
<b><i>Third Party Monitoring:</i></b>	

Site Visits and Activity Oversight/Verification	30-40 visits weekly
Outcome Monitoring and Compliance Monitoring	On periodic basis
Develop Tools and Templates	For around 10 activities annually
Performance management system	On continuous basis
Data Quality Assessments (DQA)	20 annually
<b>Evaluations and assessments services</b>	
Performance evaluations	1-5 evaluations annually
Impact Evaluations	1 evaluation annually
<b>Surveys, Analysis and Assessments</b>	
Conduct PMP and Project/Activity Baselines that correspond to key outcomes and impacts	5-10 surveys annually
Assessments, Special Studies and Surveys (e.g. gender assessments, youth assessments, economic, social, etc. assessments)	5 assessments/studies annually
Maintain and provide regular granular contextual data by governorate, district and major cities.	On quarterly basis
<b>M&amp;E Capacity Building Services</b>	
Training for USAID staff, implementing partners and stakeholders	3-5 center-based training courses/workshops; 20-40 coaching sessions
<b>Collaborating, Learning and Adapting (CLA)</b>	
Development/update of Learning Agenda including the Self-Reliance Learning Agenda	1 agenda annually
Develop performance monitoring/evaluation lessons/policy Synthesis reports	10-20 annually

Develop mechanisms to disseminate information and messages	10 annually
Learning Events	5 annually

**Meeting preparation:** for meetings held between the Contractor and USAID or implementing partners, all materials, including the detailed agenda and expected list of participants, must be submitted to the PMES COR at least three days in advance of the meeting. The Contractor must bring copies of the materials for the meetings for all meeting participants. For any meetings that have associated follow up actions, the Contractor must send an email summarizing the discussion and providing a timeline for follow up actions to the PMES COR within 24 hours of the meeting’s conclusion.

**B. Reports and Deliverables**

In addition to the requirements set forth for submission of deliverables and reports in Sections C, I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor must submit the following deliverables or outputs to the COR. All reports and other deliverables must be in the English language, unless otherwise specified by the COR. All reports must be submitted in soft copies per the approved format by USAID. All reports must be approved by USAID.

1. **Annual Work Plan:** Within the first 60 days of the effective date of the contract, the Contractor must submit the first annual work plan to the COR for approval. This work plan will be for the first year of performance and will include guidelines for roles and responsibilities of USAID, implementing partners and the Contractor and the approval process for tasks under this contract. Annual work plans for subsequent years must align with the U.S. Government fiscal year and must be submitted 30 days prior to the end of the fiscal year. The Contractor must develop work plans collaboratively with the COR and must describe the deliverables and interventions required, including:

- Start-up, management and staffing plan (year 1 only);
- Proposed interventions and deliverables for the given year;
- Corresponding time frame for implementing the interventions and deliverables;
- Detailed budget for implementation;
- Information on how the interventions and deliverables will be implemented in a collaborative and coordinated manner with IPs and counterpart organizations;
- Proposed annual accomplishments and progress toward achieving outputs;
- Monitoring and evaluation plan to monitor progress of this contract.

The COR will facilitate reviews of the work plan between the Contractor and development objective (DO) teams with the objective of enhancing collaboration and communication.

2. **Annual Evaluation Plan:** As a critical deliverable of this contract, the Contractor must produce quality evaluations that are timely and produce information for decision makers. The Contractor must work closely with the COR and DO teams to develop an annual evaluation plan for interim (formative) and final (summative) impact and performance evaluations of identified projects/activities as well as other types of evaluation studies, polls, assessments and in-depth research. The plan will set an annual schedule based on USAID/Iraq priorities, including suspected or known implementation problems, activities that are ending, and potential for lessons learned. The Contractor must submit the evaluation plan, including the schedule, tasks and costs, within the first 60 days of the contract award for review and concurrence by the COR. In the dynamic political environment in Iraq, there may be events or findings that trigger an evaluation that is not scheduled. In line with the semi-annual performance reviews, the COR and DO teams will review the evaluation plan and update it accordingly and then schedule evaluations.
3. **Monthly and Quarterly Progress/Status Reports:** The Contractor must submit monthly and quarterly progress reports that include, but are not limited to:
  - All the M&E assistance interventions conducted by the Contractor during the given month/fiscal year
  - Evaluations and their progress
  - Summary of TPM activities and major findings/ shortcomings/ issues
  - Quantitative/qualitative progress made towards the achievement of the performance measures and milestones in the past month/fiscal year
  - Status of critical assumptions (whether they continue to hold) and causal relationships defined in the results framework and the related implications for assistance objective and intermediate results performance
  - Update on resolution of issues raised in previous report, summary of new issues arising, and recommendations for resolving new or pending issues
  - Brief description of studies conducted during month/fiscal year
  - Annual summary of reports for public distribution, in English and Arabic

The COR will facilitate meetings between DO teams and IPs to discuss the monthly and annual status reports to ensure collaboration and communication.

4. **Weekly Reports:** The Contractor must submit weekly reports. The objective of this one-page report is to show a snapshot of each M&E intervention, and a look ahead, so that management is apprised of current interventions as well as provide updates on key political, economic, and stability conditions
5. **Weekly Third-Party Monitoring Reports:** The Contractor must submit weekly third-party monitoring reports. These reports must include all monitoring interventions (dates, locations, projects, findings, pictures, issues, etc.).
6. **M&E Training Materials:** The Contractor must submit electronic copies of all training and resource materials used for monitoring and evaluation training and capacity building of USAID Mission and implementing partner staff.

7. **Final Evaluation, Assessment and Research / Analysis Reports:** The Contractor must submit electronic copies of the final reports and associated raw data of all evaluations, assessments, in-depth research, polls, surveys, and baseline surveys conducted under this contract. In addition, the Contractor is responsible for submitting copies of these reports to the Development Experience Clearinghouse within ninety calendar days of completion and USAID approval. The Contractor is responsible for the translation of executive summaries of each report into Arabic.
8. **Information Dissemination:** The Contractor is responsible for disseminating findings and lessons learned from M&E activities completed under this contract. This may include, but is not limited to: facilitation of workshops, production of communication materials, and, periodic sharing of summary bulletins with USAID, implementing partners, host country partners, donors, media, and other stakeholders as relevant.
9. **Financial Reports:** Financial reporting consists of:
  - Quarterly Financial Reports* – The Contractor must submit a quarterly expenditure report for approval by the COR, not later than 30 calendar days after the end of each fiscal year quarter. The quarterly expenditure reports must include, at a minimum, the obligations to date, the approved budget, expenditures to date, and the balance remaining. This report must be against the Contract line items. On COR request, the report may also be broken down by sector activity (as necessary).
  - Accruals* – USAID performs a quarterly accrual exercise at the end of each fiscal year quarter. The Contractor is required to submit quarterly accrual expenditures reports 15 days before the end of each quarter.
  - Annual Financial Reports* – The fourth quarter (July – September) Quarterly Financial Report will constitute the Annual Financial Progress Report.
  - Annual Financial Expenditure Projection Report* – The Contractor must submit this report each year of this award no later than September 10th. The report must provide a projection of expenditures for the upcoming fiscal year broken out by fiscal quarters. Fiscal quarter expenditure projections will be updated as necessary.
10. **Security Plan.** The Contractor must submit a security plan for USAID records (not for approval or endorsement). The final plan is due within 60 days of contract award.
11. **Other Reports and Deliverables:** Produce, as needed, short information reports using data generated through the contract to meet special needs reporting. This may include reporting on cross-cutting issues or on other high-profile reporting needs as defined. Information will be made readily available to USAID/Iraq personnel allowing staff to respond to requests for information.

12. **Closeout and Demobilization Plan.** Within 90 days prior to the contract completion date the Contractor must submit a Close-Out/Demobilization Plan for COR approval. The Plan must include, at a minimum, a proposed Property Disposition Plan (to be approved by the Contracting Officer); a plan for the phase-out of in-country operations; a delivery schedule for all reports or other deliverables required under the Contract; and a timetable for completing all required actions in the demobilization plan.
13. **Final Completion Report:** The Contractor must prepare and submit to the COR a final completion report which summarizes the accomplishments of this contract, methods of work used, and recommendations regarding unfinished work and/or M&E continuation. The final completion report must also contain an index of all reports and information products produced under the contract. The Contractor must submit the report within 90 days after the estimated completion date of this contract. The depository will be organized in a user-friendly system, easy to handle and to search through. All electronic and web-based data depositories developed under this contract must also be fully transferred to USAID/Iraq upon completion of the contract.

#### **F.7 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.

#### **F.8 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEPTEMBER 2013)**

- (a) Contract Reports and Information/Intellectual Products.

- (1) Within thirty (30) calendar days of obtaining the contracting officer representative's approval, the contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: Assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that:

- (i) Describe the planning, design, implementation, evaluation, and results of development assistance; and



(ii) 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, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

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

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

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

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

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

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

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

(iv) The electronic submissions must consist of only one electronic file, which comprises the complete and final equivalent of the paper copy.

(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/recordsmgmt/initiatives/transfer-to-nara.html>).

(2) Essential bibliographic information. Descriptive information is required for all contractor products submitted. The title page of all reports and information products must include the contract number(s), contractor name(s), name of the USAID contracting officer's representative, the publication or issuance date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as a separate cover sheet, the name, organization, address, telephone number, fax number, and internet address of the submitting party.

**[END OF SECTION F]**

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 752.7003 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 (CTO) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034 -Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

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

<b>TOTAL EXPENDITURES (Document Number: XXX-X-XX-XXXX-XX)</b>			
Line item No.	Description	Amt. Vouchered to date	Amt. Vouchered This Period
001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$XXXX.XX
002	Product/Service Desc. for Line Item 002	\$XXXX.XX	\$XXXX.XX
Total		\$XXXX.XX	\$XXXX.XX

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

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

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

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

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

- (b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the contracting officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.
- (c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.
- (d) The Contractor agrees that all approvals of the Mission Director and the contracting officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records - Negotiation".

## **G.2 ADMINISTRATIVE CONTRACTING OFFICE**

The Contracting Officer 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 Contracting Officer. It is the responsibility of the contractor to inform the Contracting Officer of requests that affect any and all sections of this Contract. The Contracting Officer is located at:

Address:

USAID/Middle East Regional Platform  
Consulate General of the United States of America  
Gießener Str. 30, 60435 Frankfurt am Main, Germany

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

The Contracting Officer's Representative is {to be completed at time of award}. The Contracting Officer will identify the COR by name at the time of the contract award and will be designated by a separate Administrative Letter. Among other responsibilities and authorities as specified in the designation letter, the COR must accept and approve all deliverables in order for those deliverables to be considered completed.

#### **G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID**

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

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

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

(c) The COR is required to meet with the Contractor 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 will be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated COR, the separate COR letter will determine who has authority to act as COR in the absence of the COR. The Contracting Officer has the authority to designate a temporary or new COR through a separate letter.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR will 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 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 Contracting Officer, the change will be considered to have been made without authority and at the Contractor's sole risk.

(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.5 PAYING OFFICE**

The paying office for this contract is Financial Management Office, as listed below:

### **E-mail:**

[Payableforiraq@usaid.gov](mailto:Payableforiraq@usaid.gov)

### **Street Address:**

U.S. Agency for International Development  
Controller's Office  
Bulevar Kneza Aleksandra Karadjordjevica 92  
11000 Belgrade  
Serbia

## **G.6 INVOICING INSTRUCTIONS**

**Soft or Electronic copies of the invoice must be** sent to [Payableforiraq@usaid.gov](mailto:Payableforiraq@usaid.gov) with a copy to the COR's email address.

- Send via email, one invoice, all other required supporting documents, and SF-1034 Public Voucher for Purchases and Services Other Than Personal.
- The SF-1034 must be signed,
- The invoice should provide the bank account details which should include the bank account number, the bank name and address, the SWIFT Code and the ABA number.

One (1) original of each invoice shall be submitted on an SF-1034 Public Voucher for Purchases and Services Other Than Personal to the Financial Management Office/USAID/MERP. The subject line of the email will read Award No. and name of the Contractor.

The SF-1034 must be signed, and it must be submitted along with the relevant invoice and any other relevant documentation as an electronic PDF file (Adobe).

Vouchers/Invoices must be emailed to: [Payableforiraq@usaid.gov](mailto:Payableforiraq@usaid.gov)

Electronic submission of invoices is required.

#### **G.7 ACCOUNTING AND APPROPRIATION DATA**

[to be completed at time of award]

#### **G.8 CONTRACTOR'S PRIMARY POINT OF CONTACT**

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_

[To be completed by the contractor]

**[END OF SECTION G]**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 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 clause.

#### AIDAR 48 CFR Chapter 7

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
752.222-70	USAID DISABILITY POLICY	DEC 2004
752.7007	PERSONNEL COMPENSATION	JULY 2007

### 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 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 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this solicitation is 937.

### **H.4 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)**

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

### **H.5 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)**

The Contractor is reminded that U.S. Executive Orders (including E.O. 13224) and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. FAR 25.701 prohibits agencies and their Contractors and subcontractors from acquiring any supplies or services from individuals or organizations, if any proclamation, Executive Order, Office of Foreign Assets Control (OFAC) regulations, or statute administered by OFAC would prohibit such a transaction. Accordingly, the Contracting Officer must check the U.S.

Department of the Treasury's OFAC List to ensure that the names of the Contractor and proposed subcontractors (and individuals from those organizations who have been made known to them), are not on the list. Mandatory FAR clause 52.225-13 Restrictions on Certain Foreign Purchases is included by reference in Section I.1 of this contract. By accepting this contract, the Contractor acknowledges and agrees that it is aware of the list as part of its compliance with the requirements of that clause.

#### **H.6 AIDAR 752.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (DEC 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 self-insurance 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.

#### **H.7 INSURANCE AND SERVICES**

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

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

(b) The Contractor will be entitled to be reimbursed for the cost of insurance provided to its employees pursuant to the contract clause at FAR 52.228-3, "Workers' Compensation Insurance (Defense Base Act)," at the USAID authorized rate, currently \$2.00 per \$100 (Please refer to latest AAPD 16-04) of employee remuneration.

## **H.8 SUBCONTRACTING PLAN, INDIVIDUAL SUBCONTRACT REPORT (ISR) AND THE SUMMARY SUBCONTRACT REPORT**

The Contractor's subcontracting plan dated {to be completed at time of award} is hereby incorporated as a material part of this contract.

Effective December 30, 2005, USAID commenced participation in the electronic Subcontracting Reporting System (eSRS). As a result, hard copies of the SF-294 and SF-295 are no longer accepted and Contractors are required to submit these reports electronically. The requirement to report your use of subcontractors in the new eSRS applies to any contract in which there is a subcontracting plan to utilize U.S. small businesses.

If you need more information or to register in eSRS, please visit the official website at <http://www.esrs.gov>. Please note that contract data in eSRS is tied to the DUNS Number of record.

When submitting your individual and summary reports in eSRS, please be sure to include the email address of the Contract Officer specified on the contract.

## **H.9 CONSENT TO SUBCONTRACT**

In accordance with FAR 52.244-2, Subcontracts, the Contracting Officer consents to the following subcontracts:

{to be completed 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 but not listed here.

## **H.10 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES**

The Contractor is hereby authorized to purchase the following equipment and/or resources: {to be completed at time of award}

## **H.11 LOGISTIC SUPPORT**

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

## **H.12 LANGUAGE REQUIREMENTS**

The contractor personnel must have the requested requisite language requirements as specified. English is required for contractor's long-term expatriate professionals; it is preferred that all core local and TCN technical personnel be proficient in English. Please review F.5 for Key Personnel language requirements. All deliverables must be produced in English unless otherwise indicated by the COR. USAID reserves the right to test proposed individuals to ensure that they have the language capability

required. The contractor must ensure that, when necessary to perform the work, contractor employees and consultants have the appropriate level of writing and oral skill.

### **H.13 ENVIRONMENTAL COMPLIANCE**

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

In addition, the contractor/recipient 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.

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.")

This award is covered by the IEE (ME 18-20) approved by the BEO on 02/20/2020.

The IEE examines potential environmental impacts of development activities envisaged under the PAD and recommends threshold decisions as well as mitigation and monitoring measures.

A Categorical Exclusion is recommended for all activities pursuant to 22 CFR 216.2 (c)(i)(iii)(v)(xiv).

Activities for monitoring and evaluation envisaged under the contract do not have direct adverse environmental impacts, as they entail monitoring and evaluation services.

Because these activities envisaged under the contract will not have an effect on the natural or physical environment or are otherwise excluded, they meet the criteria for Categorical Exclusion from the procedures under 22 CFR 216.3, as set forth in 22 CFR 216.2( c )(1)(i) and (ii).

Categorical Exclusions are further recommended, pursuant to 22 CFR 216.2(c)(2)(i), (iii), (iv), (v), and (xiv) under the following classes of actions:

- a. Technical assistance, education and training [216.2(c)(2)(i)];
- b. Analysis, studies, meetings and workshops [216.2( c )(2)(iii)];
- c. Document and information transfer [216.2(c)(2)(v)]; and,

d. Studies, projects or programs intended to develop the capability of recipient countries to engage in development planning, except to the extent designed to result in activities directly affecting the environment (such as construction of facilities, etc. [216.2( c)(2)(xiv)]).

e. Projects in which A.I.D. is a minor donor to a multidonor project and there are no potential significant effects upon the environment of the United States, areas outside any nation's jurisdiction or endangered or threatened species or their critical habitat [216.2( c )(2)(iv)].

If during implementation, activities are considered, other than those described in the above Categorical Exclusions this IEE must be reexamined and modified as necessary before the proposed activity is undertaken. Also, if the mission decides to execute options under Objectives 1 and 2 and design the respective activities this will require amending the contact IEE.

As required by ADS 204.3.4, the activity manager, Iraqi Field Monitors (IFM), COR and the activity implementing partners are required to actively monitor the proposed activities to ensure that they remain within the bounds of the above stated Categorical Exclusions. This requires undertaking periodical field checks in the activity implementation areas to check if there are any unforeseen adverse environmental impacts that could be occurring, and to ensure that the activities remain within the bounds of the Categorical Exclusions.

A provision for subcontracts is included under this award. Therefore, the Contractor will be required to screen proposals to ensure that they don't result in adverse environmental impacts; that mitigation measures, as necessary, are developed and monitoring and reporting is specified.

As part of its annual work plans, the Contractor, in collaboration with the COR and Mission Environmental Officer will review all ongoing and planned activities under this task order to determine if they are within the scope of the approved IEE. If the Contractor plans any new activities outside the scope of these documents, it must prepare an amendment to the IEE for USAID review and approval. No such new activities will be undertaken prior to receiving written USAID approval of the IEE amendment.

#### **H.14 RESTRICTIONS AGAINST DISCLOSURE (MAY 2016)**

(a) The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government or acquired/developed by the Contractor in performance of the contract and designated by the Contracting Officer or Contracting Officer's Representative, in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work described herein, i.e., on a "need-to-know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement has occurred.

(b) All Contractor staff working on any of the described tasks may, at Government request, be required to sign formal non-disclosure and/or conflict of interest agreements to guarantee the protection and integrity of Government information and documents.

(c) The Contractor shall insert the substance of this special contract requirement, including this paragraph (c), in all subcontracts when requiring a restriction on the release of information developed or obtained in connection with performance of the contract.

#### **H.15 COMPLIANCE WITH THE TRAFFICKING VICTIMS PROTECTION REAUTHORIZATION ACT**

The U.S. Government may terminate this contract agreement, without penalty, if the Contractor or any subcontractor, (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the contract is in effect, or (ii) uses forced labor in the performance of the contract agreement.

#### **H.16 AUTHORIZED WORK WEEK**

No overtime or premium pay is authorized under this contract. A six-day workweek is authorized for consultants and employees providing short-term (i.e., less than one year) technical assistance and non-professional (i.e., equivalent to FSN 8 and below on the LCP) level staff. Any other work week longer than five days is not allowed absent written approval from the Contracting Officer.

#### **H.17 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

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

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

#### **H.18 ELECTRONIC PAYMENTS SYSTEM**

1. Definitions:

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

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

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

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

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

b. Cash payments made to payees where the contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.

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

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

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

## **H.19 AIDAR 752.204-71 PARTNER VETTING (FEB 2012)**

(a) The contractor must comply with the vetting requirements for key individuals under this contract.

(b) Definitions. As used in this provision-

*Key individual* means:

- (i) Principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees);
- (ii) The principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president);
- (iii) The program manager or chief of party for the USG-financed program; and
- (iv) Any other person with significant responsibilities for administration of the USG-financed activities or resources, such as key personnel as described in Automated Directives System Chapter 302. Key personnel, whether or not they are employees of the prime contractor, must be vetted.

*Vetting official* means the USAID employee identified in paragraph (d) of this clause as having responsibility for receiving vetting information, responding to questions about information to be included on the USAID Partner Information Form, USAID Form 500-13, coordinating with the USAID Office of Security, and conveying the vetting determination to each offeror, potential subcontractors subject to vetting, and to the contracting officer. The vetting official is not part of the contracting office and has no involvement in the source selection process.

(c) The Contractor must submit a USAID Partner Information Form, USAID Form 500-13, to the vetting official identified below during the contract when the Contractor replaces key individuals with individuals who have not been previously vetting for this contract. Note: USAID will not approve any key personnel who have not passed vetting.

(d) The designated vetting official is:

Vetting official:

Michael Murphey  
Email: [Iraqaidvsu@usaid.gov](mailto:Iraqaidvsu@usaid.gov)  
(for inquiries only)

(e)(1) The vetting official will notify the Contractor that it-

- (i) Has passed vetting,
- (ii) Has not passed vetting, or
- (iii) Must provide additional information, and resubmit the USAID Partner Information Form with the additional information within the number of days the vetting official specifies.

(2) The vetting official will include in the notification any information that USAID's Office of Security (SEC) determines releasable. In its determination, SEC will take into consideration the classification or sensitivity of the information, the need to protect sources and methods, or status of ongoing law enforcement and intelligence community investigations or operations.



(f) *Reconsideration.* (1) Within 7 calendar days after the date of the vetting official's notification, the contractor or prospective subcontractor that has not passed vetting may request in writing to the vetting official that the Agency reconsider the vetting determination. The request should include any written explanation, legal documentation and any other relevant written material for reconsideration.

(2) Within 7 calendar days after the vetting official receives the request for reconsideration, the Agency will determine whether the contractor's additional information warrants a revised decision.

(3) The Agency's determination of whether reconsideration is warranted is final.

(g) A notification that the Contractor has passed vetting does not constitute any other approval under this contract.

(h) When the contractor anticipates awarding a subcontract for which consent is required under (48 CFR) FAR clause 52.244-2, Subcontracts, the subcontract is subject to vetting. The prospective subcontractor must submit a USAID Partner Information Form, USAID Form 500-13, to the vetting official identified in paragraph (d) of this clause. The contracting officer must not consent to award of a subcontract to any organization that has not passed vetting when required.

(i) The contractor agrees to incorporate the substance of paragraphs (a) through (g) of this clause in all subcontracts under this contract.

(End of clause)

## **H.20 USAID-FINANCED THIRD-PARTY WEB SITES (NOVEMBER 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 brandmark 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.21 ADS 302.3.5.21 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (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.22 ADS 302.3.5.10 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTION ON USE OF INFORMATION (SEPTEMBER 2018)**

- (a) This contract requires the Contractor to furnish services in support of the evaluation of **{to be completed at time of award}** [specify activity or Contractor]. In accordance with the principles of FAR Subpart 9.5 and USAID policy, the Contractor will be ineligible to furnish, as a Prime or Subcontractor or otherwise, the implementation services under any contract or task order that results in response to findings, proposals, or recommendations in the evaluation report within 18 months of USAID accepting the report, unless the Head of the Contracting Activity authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the Government's interest.
- (b) In addition, by accepting this contract, the Contractor agrees that it will not use or make available any information obtained about another organization under the contract in the preparation of proposals or other documents in response to any solicitation for a contract or task order.

(c) If the Contractor gains access to proprietary information of other company(ies) in performing this evaluation, the Contractor must agree with the other company(ies) to protect their information from unauthorized use or disclosure for as long as it remains proprietary, and must refrain from using the information for any purpose other than that for which it was furnished. The Contractor must provide a properly executed copy of all such agreements to the CO.

## **H.23 RECORDS RETENTION REQUIREMENTS**

Pursuant to FAR 52.215-2(f), incorporated by reference in I.2 of the contract, the retention of all records listed throughout FAR Subpart 4.7 is extended to 6 years from the date calculated in accordance with FAR 4.704 in order to accommodate USAID/Iraq auditing timelines. The contractor must also ensure any equivalent subcontract records will be retained for the same time period required under this clause. A failure to retain any such records will be grounds for the disallowance of costs due to insufficient supporting documentation.

## **H.24 APPLICATION OF IRAQ SERVICE RECOGNITION PACKAGE**

The Iraq Service Recognition Package (ISRP) currently describes all benefits and allowances accorded USG employees serving in Iraq. For purposes of this contract, contractor U.S. and TCN employees are held to the following which is meant to clarify related AIDAR requirements:

- a. Rest and Recuperation (R&R) Benefits:
  1. Employees assigned or detailed to, and who are physically located in Iraq for at least one year are eligible for up to three R&R trips during a one year period.
  2. Employees on temporary duty for six months or more but less than one year will be eligible for one R&R trip to the official relief point, to the United States or its territories, or their home address of record after 90 days of service in Iraq.
  3. If the contractor's policies allow for fewer R&R's, the employee is restricted to those amounts.
- b. Danger Pay:
  1. Danger Pay begins on the day of arrival in Iraq and ceases on the day of departure (permanent or temporary departure from post). The employee must be in country for a minimum of four hours to receive Danger Pay.
  2. Danger Pay may not exceed the relevant rates set by the DSSR.
- c. Home Leave
  1. Employees assigned or detailed to, and who are physically located in Iraq for at least one year are eligible for Home Leave.
  2. Employees are required to serve at least 12 months of continuous service in Iraq in order to be eligible for home leave, i.e. at least 365 days with departure from post not earlier than the 366th day. The day of arrival at post counts toward the continuous service requirement; the day of departure does not. For employees serving in Iraq, annual leave

taken in connection with rest and recuperation travel does not delay the 12 month continuous service requirement. Home leave, however, does break continuous service abroad and restarts the clock towards the 365 day requirement.

d. Boot on the Ground Policy:

1. The policy on maximum time spent away from post is a ceiling of 45 work days per one year tour of duty.
2. Any R&R or Home Leave costs related to the relevant one year tour of duty are unallowable if the employee exceeds the amount in d.1 without a written decision to the contrary by the Contracting Officer.

If the terms of the package in the areas described above are changed for USG employees, the contractor will be held to the updated terms. The contractor must confirm in writing with the Contracting Officer any changes to these terms when each new IRSP is released.

For any subcontractor that will accrue any of these benefits, the contractor must apply the relevant restrictions of this clause or any of those costs are unallowable.

## **H.25 DIRECT EMPLOYEE VERSUS SUBCONTRACTOR**

The two recognized hiring mechanisms under the FAR for purposes of this contract are direct employees of the contractor and subcontractors.

Consultants are classified as one or the other. “Consulting Agreements” are considered a form of subcontract unless the individual is hired as a direct employee of the contractor. If the consultant is hired as a subcontractor, the contractor is held to all applicable subcontract requirements and regulations including but not limited to those found in I.6 of this contract. If the consultant is hired as a direct employee all regulations, rules, and contract clauses that apply to contractor employees apply to the consultant.

[END OF SECTION H]

**PART II – CONTRACT CLAUSES**  
**SECTION I- CONTRACT CLAUSES**

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

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

<i>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)</i>		
<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	DEFINITIONS. (NOV 2013)	
52.203-3	GRATUITIES. (APR 1984)	
52.203-5	COVENANT AGAINST CONTINGENT FEES. (MAY 2014)	
52.203-6	RESTRICTIONS ON SUBCONTRACTOR 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 IMPROPER ACTIVITY. (MAY 2014)	
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)	
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)	
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST. (DEC 2011)	
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)	
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)	
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)	
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (OCT 2018)	
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018)	
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009)	
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009) -- ALTERNATE I (OCT 2009)	
52.216-8	FIXED FEE (JUN 2011)	
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)	
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2018)	
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS. (MAY 2014)	
52.222-21	PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)	
52.222-29	NOTIFICATION OF VISA DENIAL. (APR 2015)	

- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS. (JAN 2019)
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (OCT 2015)
- 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658. (DEC 2015)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)
- 52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)
- 52.224-2 PRIVACY ACT. (APR 1984)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)
- 52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES. (MAR 2008)
- 52.225-26 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES. (OCT 2016)
- 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014)
- 52.227-18 RIGHTS IN DATA - EXISTING WORKS. (DEC 2007)
- 752.228-7 INSURANCE - LIABILITY TO THIRD PERSONS. (JUL 1997)
- 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)
- 52.230-5 COST ACCOUNTING STANDARDS - EDUCATIONAL INSTITUTION. (AUG 2016)
- 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (JUN 2010)
- 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS. (APR 1984)
- 52.232-22 LIMITATION OF FUNDS. (APR 1984)
- 52.232-17 INTEREST. (MAY 2014)
- 52.232-18 AVAILABILITY OF FUNDS. (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)
- 52.232-25 PROMPT PAYMENT. (JAN 2017) - ALTERNATE I (FEB 2002)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (OCT 2018)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)
- 52.233-1 DISPUTES. (MAY 2014)
- 52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)
- 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2014)
- 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)
- 52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (JAN 2017)
- 52.242-13 BANKRUPTCY. (JUL 1995)



52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987) - ALTERNATE I (APR 1984)  
52.244-2 SUBCONTRACTS. (OCT 2010) - ALTERNATE I (JUN 2007)  
52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)  
52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (AUG 2019)  
52.245-1 GOVERNMENT PROPERTY. (JAN 2017)  
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)  
52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT. (FEB 2006)  
52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)  
52.249-14 EXCUSABLE DELAYS. (APR 1984)  
52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

*AIDAR (48 CFR CHAPTER 7)*

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
752.202-1	DEFINITIONS.	(JAN 1990)
752.211-70	LANGUAGE AND MEASUREMENT.	(JUN 1992)
752.222-70	USAID DISABILITY POLICY.	(DEC 2004)
752.227-14	RIGHTS IN DATA—GENERAL	(OCT 2007)
752.229-70	FEDERAL, STATE AND LOCAL TAXES.	
752.252-1	AIDAR SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	(MAR 2015)
752.7001	BIOGRAPHICAL DATA.	(JUL 1997)
752.7002	TRAVEL AND TRANSPORTATION.	(JAN 1990)
752.7004	EMERGENCY LOCATOR INFORMATION.	(JUL 1997)
752.7006	NOTICES.	(APR 1984)
752.7008	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)
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS.	(JAN 1990)
752.7015	USE OF POUCH FACILITIES.	(JUL 1997)
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES.	(JAN 1999)
752.7019	PARTICIPANT TRAINING.	(JAN 1999)
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS.	(APR 1984)
752.7025	APPROVALS.	(APR 1984)
752.7027	PERSONNEL.	(DEC 1990)
752.7028	DIFFERENTIAL AND ALLOWANCES.	(JUL 1996)
752.7029	POST PRIVILEGES.	(JUL 1993)
752.7031	LEAVE AND HOLIDAYS.	(OCT 1989)
752.7033	PHYSICAL FITNESS.	(JUL 1997)
752.7035	PUBLIC NOTICES.	(DEC 1991)
752.7036	USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION.	(JUL 2014)

752.7037 CHILD SAFEGUARDING STANDARDS. (AUG 2016)  
752.7038 NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES OR SERVICES.  
(OCT 2016)

**I.2 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.acquisition.gov/far/>, <http://www.usaid.gov/business/regulations/>

(End of clause)

**I.3 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (AUG 2019)**

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

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub.L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) *Exceptions.* This clause does not prohibit contractors from providing-

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.* (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily AVAILABLE information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

#### **I.4 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

**I.5 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expired. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause shall not exceed 5 (five) years.

**I.6 FAR 52.243-7 NOTIFICATION OF CHANGES. (JAN 2017)**

(a) *Definitions.*

*Contracting Officer*, as used in this clause, does not include any representative of the Contracting Officer.

*Specifically Authorized Representative (SAR)*, as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within [ ] (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

- (i) What line items have been or may be affected by the alleged change;
- (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within [ ] (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.* (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the

work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases *contract price* and *cost* wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

#### **I.7 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

#### **I.8 AIDAR 752.222-71 NONDISCRIMINATION (JUN 2012)**

FAR part 22 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 discrimination (in any form, including harassment) of any employee or applicant for employment on any of the above-described bases.

Contractors are required to comply with the nondiscrimination requirements of the FAR. In addition, the Agency strongly encourages all its contractors (at all tiers) to develop and enforce nondiscrimination policies consistent with USAID's approach to workplace nondiscrimination as described in this clause, subject to applicable law.

### **I.9 AIDAR 752.229-71 REPORTING OF FOREIGN TAXES (JULY 2007)**

- (a) The Contractor must annually submit a report by April 16 of the next year specific to this contract.
- (b) Contents of report. The report must contain:
  - (1) Contractor name.
  - (2) Contact name with phone, fax number and email address.
  - (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 are 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 included in the report for Lesotho (or South Africa).
  - (6) Any reimbursements received by the contractor during the period in paragraph (b)(4) of this clause regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in paragraph (b)(4) of this clause received through March 31.
  - (7) Report is required even if the contractor did not pay any taxes during the reporting period.
  - (8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.
- (c) Definitions. As used in 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 customs duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to: Office of Financial Management in the address specified in Section G.4 above.
- (e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts and other subagreements.



(f) For further information see <http://2001-2009.state.gov/s/d/rm/c10443.htm>.

#### **I.10 AIDAR 752.231-72 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUG 2013)**

- (a) Definitions. Conference means a seminar, meeting, retreat, symposium, workshop, training activity or other such event that requires temporary duty travel of USAID employees. For the purpose of this policy, an employee is defined as a U.S. direct hire; personal services contractor, including U.S. PSCs, Foreign Service National (FSN)/Cooperating Country National (CCN) and Third Country National (TCN); or a Federal employee detailed to USAID from another government agency.
- (b) The contractor must obtain approval from the contracting officer or the contracting officer's representative (COR), if delegated in the Contracting Officer's Representative Designation Letter, as prescribed in 731.205-43, prior to committing costs related to conferences funded in whole or in part with USAID funds when:
  - (1) Twenty (20) or more USAID employees are expected to attend.
  - (2) The net conference expense funded by USAID will exceed \$100,000 (excluding salary of employees), regardless of the number of USAID participants.
- (c) Conferences approved at the time of award will be incorporated into the award. Any subsequent requests for approval of conferences must be submitted by the contractor to the USAID contracting officer representative (COR). The contracting officer representative will obtain the required agency approvals and communicate such approvals to the contractor in writing.
- (d) The request for conference approval must include:
  - (1) A brief summary of the proposed event;
  - (2) A justification for the conference and alternatives considered, e.g., teleconferencing and videoconferencing;
  - (3) The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);
  - (4) A list of USAID employees attending and a justification for each; and the number of other USAID-funded participants (e.g., institutional contractors);
  - (5) The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;
  - (6) If meals will be provided to local employees (a local employee would not be in travel status), a determination that the meals are a necessary expense for achieving Agency objectives; and
  - (7) A certification that strict fiscal responsibility has been exercised in making decisions regarding conference expenditures, the proposed costs are comprehensive and represent the greatest cost advantage to the U.S. Government, and that the proposed conference

representation has been limited to the minimum number of attendees necessary to support the Agency's mission.

**I.11 752.245-70 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 Government property in a form and manner acceptable to USAID substantially as follows:

<b>ANNUAL REPORT OF GOVERNMENT PROPERTY IN CONTRACTOR'S CUSTODY (Name of contractor as of (end of contract year), 20XX)</b>				
	<b>Motor vehicles</b>	<b>Furniture and furnishings -</b>		<b>Other Government property</b>
		<b>Office</b>	<b>Living quarters</b>	
A. Value of property as of last report				
B. Transactions during this reporting period				
1. Acquisitions (add):				

a. Contractor acquired property <sup>1</sup>				
b. Government furnished <sup>2</sup>				
c. Transferred from others, without reimbursement <sup>3</sup>				
2. Disposals (deduct):				
a. Returned to USAID				
b. Transferred to USAID-Contractor purchased				
c. Transferred to other Government agencies <sup>3</sup>				
d. Other disposals <sup>3</sup>				
C. Value of property as of reporting date				
D. Estimated average age of contractor held property				
	<b>Years</b>	<b>Years</b>	<b>Years</b>	<b>Years</b>

<sup>1</sup> Non-expendable property and all mobile IT equipment.

<sup>2</sup> Government-furnished property listed in this contract as nonexpendable or accountable, including all mobile IT equipment.

<sup>3</sup> Explain if transactions were not processed through or otherwise authorized by USAID.

**PROPERTY INVENTORY VERIFICATION**

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.

Authorized Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

(End of clause)

**I.12 752.7013 CONTRACTOR-MISSION RELATIONSHIPS (JUNE 2018)**

(a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility which this entails. This responsibility includes the Contractor ensuring that employees act in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the UN Secretary- General's Bulletin - Special Measures for Protection from Sexual Exploitation and Sexual Abuse (ST/SGB/2003/13).

(b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, the Mission Director is responsible for both the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract, and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the contract, it must be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party must keep the Mission Director currently informed of the progress of the work under the contract.

(c) If the Contractor determines that the conduct of any employee is not in accordance with the preceding paragraphs, the Contractor's Chief of Party must consult with the USAID contracting officer and the Mission Director and the employee involved and must recommend to the Contractor a course of action with regard to such employee.

(d) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this contract of any individual (U.S., third-country, or cooperating-country national) when, at the discretion of the Ambassador, the interests of the United States so require. Under these circumstances termination of an employee and replacement by an acceptable substitute must be at no cost to USAID.

(e) If it is determined, under paragraphs (c) and (d) above, that the services of such employee must be terminated, the Contractor must use its best efforts to cause the return of such employee to the United States or third country point of origin as appropriate.

[The following paragraph (f) is applicable if the contract is with an educational institution:]

(f) It is understood by the parties that the Contractor's responsibilities must not be restrictive of academic freedom. Notwithstanding these academic freedoms, the Contractor's employees, while in the Cooperating Country, are expected to show respect for its conventions, customs, and institutions, to abide by applicable laws and regulations, and not to interfere in its internal political affairs.

**I.13 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)**

Prior written approval by the contracting officer, or the contracting officer's representative (COR) if delegated in the Contracting Officer's Representative Designation Letter, is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor must therefore present to the contracting officer or the contracting officer's representative, 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 or contracting officer's representative's (if delegated by the contracting officer) 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 must notify the cognizant Mission, with a copy to the contracting officer or contracting officer's representative, of planned travel, identifying the travelers and the dates and times of arrival.

**I.14 752.7034 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.

**I.15 LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY (DEVIATION NOS. M/OAA-DEV-FAR-18-2c and M/OAA-DEV-AIDAR-18-2c) (APRIL 2018)**

a. 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.
  - 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.

**I.16 Contractor Access to USAID Facilities and USAID's Information Systems (APRIL 2018) (DEVIATION NO. M/OAA-DEV-AIDAR-18-2c)**

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

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

c. 1. No later than five business days after award, the Contractor must provide to the Contracting Officer's Representative (COR) a complete list of employees that require access to USAID facilities or information systems.

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

d. The Contractor must send a staffing report to the COR by the fifth day of each month. The report must contain the listing of all staff members with access that separated or were hired under this contract in the past sixty (60) calendar days. This report must be submitted even if no separations or hiring occurred during the reporting period. Failure to submit the 'Contractor Staffing Change Report' each month may, at USAID's discretion, result in the suspension of all

logical access to USAID information systems and/or facilities access associated with this contract. USAID will establish the format for this report.

e. Contractor employees are strictly prohibited from sharing logical access to USAID information systems and Sensitive Information. USAID will disable accounts and revoke logical access to USAID IT systems if Contractor employees share accounts.

f. USAID, at its discretion, may suspend or terminate the access to any systems and/or facilities when a potential Information Security Incident or other electronic access violation, use, or misuse incident gives cause for such action. The suspension or termination may last until such time as USAID determines that the situation has been corrected or no longer exists.

g. The Contractor must notify the COR and the USAID Service Desk at least five business days prior to the Contractor employee's removal from the contract. For unplanned terminations of Contractor employees, the Contractor must immediately notify the COR and the USAID Service Desk ([CIOHELPDESK@usaid.gov](mailto:CIOHELPDESK@usaid.gov) or (202) 712-1234). The Contractor or its Facilities Security Officer must return USAID PIV/FAC cards and remote authentication tokens issued to Contractor employees to the COR prior to departure of the employee or upon completion or termination of the contract, whichever occurs first.

h. The contractor is required to insert this clause including this paragraph (h) in any subcontracts that require the subcontractor, subcontractor employee, or consultant to have routine physical access to USAID space or logical access to USAID's information systems.

**[End of Section I]**



**J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

<b>Attachment Number</b>	<b>Title</b>
Attachment J.1	List of Current USAID Iraq Awards
Attachment J.2	Past Performance Information Form
Attachment J.3	Partner Information Form AID 500-13
Attachment J.4	Local Compensation Plan Pay Scale

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER**  
**STATEMENTS OF BIDDERS**

**K.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 clause.

<i>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)</i>		
<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	MAR 2015
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003

**K.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (OCT 2018)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code].

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

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

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

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), 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 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 solicitations 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 in SAM accessed through <https://www.sam.gov>. After reviewing the SAM 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 No.	Title	Date	Change

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

(End of provision)

**K.3 FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (AUG 2019)**

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

*Covered telecommunications equipment or services, Critical technology, and Substantial or essential component* have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub.L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The Offeror represents that-

It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) *Disclosures.* If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer-

- (1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
- (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

#### **K.4 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION. (OCT 2015)**

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

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

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

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

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

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

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

(c) Check the appropriate box below:

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

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

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

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

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

Date of Disclosure Statement: [ ]



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

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

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

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

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

## II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

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

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

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if,

during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

### III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

Yes  No

(End of provision)

### **K.5 FAR 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES. (APR 2005)**

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

Yes  No

If the offeror checked "Yes" above, the offeror shall--

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

(End of provision)

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

<https://www.acquisition.gov/far>  
<http://www.usaid.gov/pubs/ads/300/aidar.pdf>

<i>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)</i>		
<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN 2017
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2004
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES— IDENTIFICATION OF SUBCONTRACTOR 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
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	MAR 2015
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN.	MAR 2015

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

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

**L.3 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

U.S. Agency for International Development  
Attn: Zachary Clarke, Contracting Officer  
Acquisition & Assistance Office  
USAID/MERP, Tel: +49 69 75352596

Hand-Carried or Mailed and Local Address:  
Consulate General of the United States of America  
C/O U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT  
Middle East Regional Platform  
Gießener Str. 30, 60435 Frankfurt am Main, Germany

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

(End of provision)

**L.4 AIDAR 752.204-70 PARTNER VETTING PRE-AWARD REQUIREMENTS (FEB 2012)**

(a) USAID has determined that any contract resulting from this solicitation is subject to vetting. Terms used in this provision are defined in paragraph (b) of the (48 CFR) AIDAR clause at 752.204-71 Partner Vetting, of this solicitation. An offeror that has not passed vetting is ineligible for award.

(b) The following are the vetting procedures for this solicitation:

(1) Prospective offerors review the attached USAID Partner Information Form, USAID Form 500-13, and submit any questions about the USAID Partner Information Form or these procedures to the contracting officer by the deadline for questions in the solicitation.

(2) The contracting officer notifies the offeror when to submit the USAID Partner Information Form. For this solicitation, USAID will vet after the contracting officer establishes the competitive range/makes an award determination. Within the timeframe set by the contracting officer in the notification, the offeror must complete and submit the information on the USAID Partner Information Form in accordance with instructions from the vetting official named in paragraph (d) of the (48 CFR) AIDAR clause at 752.204-71 Partner Vetting, of this solicitation.

Note: Offerors who submit using non-secure methods of transmission do so at their own risk.

(3) The offerors must notify proposed subcontractors of this requirement when the subcontractors are subject to vetting.

(c) Source selection proceeds separately from vetting. Vetting is conducted independently from any discussions the contracting officer may have with an offeror. The offeror and any subcontractor subject to vetting must not provide vetting information to other than the vetting official. The offeror and any subcontractor subject to vetting will communicate only with the vetting official regarding their vetting submission(s) and not with any other USAID or USG personnel, including the contracting officer or his/her representatives. Exchanges between the Government and an offeror about vetting information submitted by the offeror or any proposed subcontractor are clarifications in accordance with (48 CFR) FAR 15.306(a) (48 CFR 15.306(a)). The contracting officer designates the vetting official as the only individual authorized to clarify the offeror's and proposed subcontractor's vetting information.

(d)(1) The vetting official notifies the offeror that it:

(i) Has passed vetting,

(ii) Has not passed vetting, or

(iii) Must provide additional information, and resubmit the USAID Partner Information Form with the additional information within the number of days the vetting official specified in the notification.

(2) The vetting official will include in the notification any information that USAID's Office of Security (SEC) determines releasable. In its determination, SEC will take into consideration the classification or sensitivity of the information, the need to protect sources and methods, or status of ongoing law enforcement and intelligence community investigations or operations.

(e) Reconsideration. (1) Within 7 calendar days after the date of the vetting official's notification, an offeror that has not passed vetting may request in writing to the vetting official that the Agency reconsider the vetting determination. The request should include any written explanation, legal documentation and any other relevant written material for reconsideration.

(2) Within 7 calendar days after the vetting official receives the request for reconsideration, the Agency will determine whether the offeror's additional information warrants a revised decision.

(3) The Agency's determination of whether reconsideration is warranted is final.

(f) Revisions to vetting information. (1) Offerors who change key individuals, whether the offeror has previously passed vetting or not, must submit a revised USAID Partner

Information Form to the vetting official. This includes changes to key personnel resulting from revisions to the technical proposal.

(2) The vetting official will follow the vetting process in paragraph (d) of this clause for any revision of the offeror's Form.

(g) Award. At the time of award, the contracting officer will confirm with the vetting official that the apparently successful offeror has passed vetting. The contracting officer may award only to an apparently successful offeror that has passed vetting.

## **L.5 GENERAL INSTRUCTIONS TO OFFERORS**

(a) Number of awards: The U.S. Government anticipates awarding one (1) contract as a result of this solicitation. The issuance of this solicitation does not in any way obligate the U.S. Government to award a contract.

(b) Solicitation Instructions: Proposals must be submitted in accordance with the instructions set forth in Section L of this solicitation. If an Offeror does not follow the instructions, 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.

(c) Accurate and Complete Information: Offerors must set forth full, accurate and complete information as required by this solicitation. 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 activity; (2) a review of the prospective prime contractor's financial condition, accounting system, business and personnel procedures; and (3) site visits to the prospective prime contractor's facilities and on-going job sites.

(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 solicitation and prospective contract.

The offer must include the following:

- (1) Completion of Standard Form (SF) 33;
- (2) Submission of proposed costs/prices and indirect cost information as required by Section L of this solicitation;
- (3) Completion of the "Representations, Certifications, and Other Statements of Offerors" in Section K: an Offeror and each proposed major subcontractor may reference its representations, certifications and other statements if they are registered at <https://www.uscontractorregistration.com>. All Offerors must be registered in the System for Award Management (SAM) available at <https://www.sam.gov> before award. However, if an Offeror is not registered prior to submission of its proposal(s), the Offeror and each proposed major subcontractor must complete all representations, certifications, and other statements of Offerors as required in Section K, and sign and date on the last page in the space provided; and

(4) Submission of information required by Section L or any other section of this solicitation.

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

(g) Format of Proposals: Proposals MUST be prepared in two separate volumes – Volume I (Technical Proposal) and Volume II (Cost Proposal). The Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing or cost data in order that the technical evaluation may be made strictly on the basis of technical merit.

## L.6 DELIVERY INSTRUCTIONS

**(a) Submission, Marking, and Copies:** The Offeror must submit the proposal through electronic submission with attachments compatible with Adobe Acrobat Portable Document Format (PDF), Microsoft Office Word or Excel 2010 in a Microsoft Windows environment. All non-protest, pre-award correspondence regarding this solicitation, including questions, requests for clarification, and proposals must be submitted via electronic mail to Zachary Clarke, Contracting Officer, at [zclarke@usaid.gov](mailto:zclarke@usaid.gov), with a copy to [BaghdadOAADropbox@usaid.gov](mailto:BaghdadOAADropbox@usaid.gov).

The subject line of each email must contain the following keywords and information: Solicitation

number: **72026720R00004**

Activity Short Name: Iraq Performance Management Evaluation Services (PMES)

Name of offeror: \_\_\_\_\_

Specify whether the attachment to the e-mail contains the offeror's technical or cost proposal; and if it contains more than one file, identify through sequential numbering which part of the technical or cost proposal is attached to the email.

All questions and requests for clarification must be received by the date and time shown on the cover sheet of the solicitation. No questions will be accepted after this date and time.

When submitting the proposals, the following documents must be attached:

1. The complete Technical Proposal in Adobe Acrobat portable document format (.pdf) (if necessary, to comply with email size restrictions, this may be broken into separate, but sequential, parts);
2. In addition to including this information in the entire Technical Proposal submitted in Adobe Acrobat, the Technical Proposal Body must be separately submitted in Microsoft Word;
3. The complete Cost Proposal in Adobe Acrobat portable document format (.pdf) (if necessary, to comply with email size restrictions, this may be broken into separate, but sequential, parts); and

4. In addition to including this information in the entire cost proposal submitted in Adobe Acrobat, all required spreadsheets must also be separately submitted in unprotected Microsoft EXCEL format with all formulas.

Both the Technical and Cost proposals must be signed by an official who is authorized to negotiate and make decisions on behalf of the organization/offerrer. The USAID email gateway accepts messages whose total size with attachments is 25 MB. Zipped or compressed files are not accepted.

- (c) **Closing Date and Time:** An offeror must submit signed and dated proposals not later than 12:00 p.m. (noon) Frankfurt Time on the date indicated in the cover letter of this solicitation. If an offer is received late and is not eligible for consideration in accordance with FAR 15.208 and FAR 52.215-1, then the Government will reject that offer without evaluation.

## **L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL**

(a) **General:** The technical proposal must be organized according to the evaluation factors in Section M.3 and must address all evaluation factors. The Technical Proposal will consist of the Technical Proposal Body and Annexes. These two parts together will constitute the Offeror's technical proposal. The proposal must be well organized, complete, specific, clear and succinctly presented.

(b) **Page Limitation:** The technical proposal is strictly limited to no more than 15 pages in length, excluding those documents listed under the "Note" below. The technical proposal must be written in English using Times New Roman or similar font point size 11 or more with one-inch margins all around, typed on standard 8.5" x 11" (210 mm by 297 mm) or A4 paper, single spaced with each page numbered consecutively. Proposals must be legible and require no magnification. The technical proposal must be submitted in Adobe Acrobat (PDF) format, along with a Microsoft Word copy of the technical proposal body. Failure to comply with these instructions may be grounds for exclusion from further consideration.

**Note:** The page limit does not include Cover/Title page, Table of contents, List of acronyms; Section dividers; and Annexes.

A page in the technical proposal that contains a table, chart, graph, etc., not otherwise excluded, is subject to the page limitation. Text in graphs and charts must not have a font size smaller than 9-point.

(d) **Organization:** The technical proposal must be organized according to the evaluation factors in Section M and must address all evaluation factors in Section M. Specifically, the technical proposal must be organized as follows:

1. Cover/Title page (not to exceed one [1] page) and must list proposed major subcontractors (defined as subcontractors who receive over 20% of the total proposed cost) on the cover page
2. Key Personnel
3. Technical Approach



4. Staffing and Management Plan
5. Past Performance
6. Annexes

**Annexes to the technical proposal** must be separately tabbed and identified and are limited to the following:

- Annex A **Organizational Chart for PMSE**
- Annex B **CVs/Resumes of Named Key Personnel**
- Annex C **Signed Letters of Commitment from Each Key Personnel Candidate**
- Annex D **Past Performance Information Forms** (see Attachment J.2 to this RFP). Maximum of three pages per form. These must be submitted by the Offeror's referees directly to USAID.
- Annex E **Recent eSRS reports/SF 294s.** The reports must be submitted to USAID as part of the technical proposal. Additionally, please include the narrative described in Section L.10.2.3.A.
- Annex F **Small Business References** (see Section L.10)

## **L.8 KEY PERSONNEL**

The Offeror must present highly qualified individuals for key personnel positions with expertise in MEL and experience implementing and managing activities in non-permissive environments as outlined in Section C.

A resume, in a consistent format, must be submitted for each key personnel detailing the requisite qualifications and experience of the individual. Resumes must be included in Annex B to the Technical Proposal. References (three for each key personnel position) must be sent by the referee directly to USAID, submitted to the email address specified for receipt of proposals in Section L.6 of this solicitation, in advance of the proposal submission date and time.

## **L.9 TECHNICAL APPROACH**

Offerors must propose an innovative technical approach, methods and tools that will enhance monitoring and conduct evaluation in a challenging context while achieving the program's objectives and expected results as stated in Section C, Statement of Work, while implementing the contract's components. This section must clearly describe the context in which the contract will be implemented and the offeror's understanding of the challenges and opportunities for helping USAID/Iraq meet its monitoring, evaluation, learning and verification needs as per Agency requirements.

## **L.10 STAFFING AND MANAGEMENT PLAN**

The Offeror is required to submit a Staffing and Management Plan which outlines their overall management approach for implementing the tasks described in Section C, Statement of Work. The Offeror must present a Staffing and Management Plan which includes a narrative description and a

staffing matrix that explains the Offeror's proposed combination of key personnel, core staff, consultants, other technical advisors, field monitors, and subcontractors. It must describe the roles and responsibilities of home office and field staff and include an organizational chart demonstrating lines of authority and staff responsibilities, accompanied by position descriptions. Furthermore, the Offeror must demonstrate how their proposed management and staffing plan serves as a model of positive gender practices.

The Offeror must include in Annex C letters of commitment signed by each person proposed as key personnel confirming their present intention to serve in the stated position within a reasonable amount of time after contract award.

## **L.11 PAST PERFORMANCE**

### **L.10.1 Overall Past Performance**

(a) The Offeror (including all partners of a joint venture) must provide performance information for itself, the contractor teaming arrangements, if any, and each major subcontractor (one whose proposed cost exceeds 20% of the offeror's total proposed cost) in accordance with the following:

1. List in an annex to the technical proposal up to three of the most recent and relevant contracts for efforts similar to the work in the subject proposal. The most relevant indicators of performance are contracts of similar size, scope, and complexity for monitoring, evaluation, learning and verification activities.
2. For all contracts listed above the Offeror is required to submit as part of its proposal, the most recently submitted contractor performance assessment report (CPAR) that is available in the CPAR System (CPARS). For each referenced contract that is not in CPARS, the contractor must request that referees send the following information directly to USAID using the format provided in Attachment J.2 Past Performance Information Form:
  - Name of offeror requesting the reference,
  - Scope of work or complexity/diversity of tasks completed,
  - Primary location(s) of work,
  - Terms of performance,
  - Dollar value, and
  - Contract type, i.e., fixed-price, cost reimbursement, etc.
  - Performance information regarding quality, cost control, schedule, management and regulatory compliance, in accordance with the evaluation subfactor.

The information must be sent to the email address specified for receipt of proposals in Section L.6 of this solicitation, in advance of the proposal submission date and

time. Please note that it is the Offeror's responsibility to ensure that USAID receives the requested information.

Additionally, the Offeror must describe the relevance of the referenced contracts in its proposal. Finally, the Offeror must include the name of the Contracting Officer's Representative and Alternate Contracting Officer's Representative for each referenced contract, if applicable.

- (b) If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken (FAR 15.305(a)(2)).
- (d) Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work.

#### **L.10.2 Performance in Using Small Business (SB) Concerns (as defined in FAR 19.001).**

- (1) This section is not applicable to offers from small business concerns.
- (2) As part of the evaluation of past performance in Section M.3 of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and prior contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract(s).
- (3) In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must do the following:
  - (A) Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar SB incentive programs set out in your contract(s) and explain any mitigating circumstances if goals were not achieved.
  - (B) To supplement the narrative summary in (A), provide copies of subcontract reports that were submitted to and approved in eSRS (FAR 52.219-9(d)(10) and a copy of any similarly recent subcontracting reports if they were not submitted to eSRS. Please submit no more than three reports.
  - (C) Additionally, the Offeror must ask referees from three small businesses to provide an assessment of your performance in using SB concerns. These references must be submitted to USAID directly by the referee. Each reference must be submitted in advance of the proposal submission date and time to the email addressed provided in Section L6. In the proposal, the Offeror may provide

a brief summary of the type of work each SB concern provided to your organization.

**L.11 INSTRUCTIONS FOR PREPARATION OF THE COST PROPOSAL**

Offerors must submit a separate Cost Proposal and include the following information. Offerors do not have to sequentially number pages in the Cost Proposal. However, they must clearly identify each section of the Cost Proposal and provide a table of contents so that the individual sections (SF 33, budget spreadsheets, budget narrative, etc. are easily identifiable). Failure to include all information, or to organize the cost proposal in the manner prescribed, may result in rejection of the proposal as being unacceptable. The following guidance is provided with respect to the organization of the cost proposal.

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

- Part 1 – SF-33
- Part 2 – Proposed costs and prices/Detailed budget narrative
- Part 3 – Representations, Certifications, and Other Statements of Offerors
- Part 4 – Policies and procedures
- Part 5 – Information concerning work-day, work-week and paid absences
- Part 6 – Joint Venture Information
- Part 7 – Evidence of responsibility
- Part 8 – Small Business Subcontracting Plan (not applicable to small businesses)
- Part 9 – Information to support Consent to Major Subcontractors
- Part 10 – Letters of commitment (Major subcontractors)
- Part 11 – Legislative Reporting Information

**Part 1 - Standard Form (SF) 33**

Offerors 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 the signature of a person authorized on behalf of the Offeror to sign the offer.

**Part 2 - Proposed Costs/Prices**

The Offeror must provide a complete budget by cost element. **The budget must be in Microsoft Excel format; all formulas and references must be displayed and the budget must be unlocked and fully accessible.** Offerors must also submit the summary table using the template below showing the total price of their proposal. The Offeror must propose costs that it believes are realistic and reasonable for the work in accordance with the Offeror’s technical approach.

Cost Element	Base Period			Options		Total
	Year 1	Year 2	Year 3	Option Year 1	Option Year 2	
Total Direct Labor						

Salary and Wages						
Fringe Benefits						
Consultants						
Allowances						
Travel, Transportation, and Per Diem						
Equipment and Supplies						
Subcontracts						
Other Direct Cost						
Overhead						
G&A						
Material Overhead						
Total Estimated Cost						
Fixed Fee						
Total Est. Cost Plus Fixed Fee						

**Subcontracts:** Offerors must also provide detailed budgets for each proposed major subcontractor, if any. Proposed major subcontractor budgets must be part of the required budget as a separate tab and must follow the parameters described above. A major subcontractor is defined as one whose proposed cost exceeds 20% of the offeror’s total proposed cost

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

The guidance/format below is provided for the use of Offerors in developing these documents.

- (1) Direct Labor Salary and Wages: FAR 31.205-6, AIDAR 731.205-46 and AIDAR 752.7007 provides for compensation for personal services. Direct labor salary and wages must be proposed in accordance with the Offeror’s personnel policies and must meet the regulatory requirements, and must be allowable, allocable and reasonable. Costs of long-term and short-term personnel must be broken down by person years, months, days or hours. A detailed Level of Effort (LOE) estimate with a separate line item for each proposed individual identifying each individual by name must be provided.

Completed biographical data sheets, Form AID 1420-17 (forms may be obtained at: <http://www.usaid.gov/forms/>), must be provided for all proposed key personnel. Bio-data forms must be properly completed, certified and signed by both individual and Offeror in the appropriate spaces with all blocks completed, as appropriate.

- (2) Fringe benefits: FAR 31.205-6 provides for allowances and services provided by the Contractor to its employees as compensation in addition to regular wages and salaries. If fringe benefits are provided for as part of a firm's indirect cost rate structure, see FAR 42.700. If not part of an indirect cost rate, a detailed cost breakdown by benefits types must be provided for both international and local staff.
- (3) Allowances: AIDAR 752.7028 provides for differentials and allowances with further references to Standardized Regulations. Allowances must be broken down by specific type and by person, and must be in accordance with Offeror's policies and the applicable regulations.
- (4) Consultants: FAR 31.205-33 provides for services rendered by persons who are members of a particular profession or possess a special skill and who are not officers or employees of the Contractor. Costs of consultants must be broken down by person years, months, days or hours.
- (5) Travel, transportation, and per diem: FAR 31.205-46, AIDAR 731.205-46 and AIDAR 752-7032 provide for costs for transportation, lodging, meals and incidental expenses. Costs must be broken down by the number of trips, domestic and international, cost per trip, per diem and other related travel costs. Specify the origin and destination, purpose for each proposed trip, duration of travel, and number of individuals traveling. In addition, Offeror must provide a consolidated travel chart (including subcontractor travel). Per diem must be based on the Federal Standardized Travel Regulations for cost estimates.
- (6) Equipment and supplies: FAR 2.101 provides for supplies as all property except land or interest in land, FAR 31.205-26 provides for material costs, and FAR 45 prescribes policies and procedures for providing USG property to Contractors, Contractors' use and management of USG property, and reporting, redistributing, and disposing of Contractor inventory. Costs must be broken down by types and units, and include an analysis that it is more advantageous to purchase than lease.
- (7) Subcontracts: FAR 44.101 provides for any Contract entered into by a subcontractor to furnish supplies or services for performance of a prime Contract or a subcontract. Cost element breakdowns must include the same budget items as the prime as applicable.
- (8) Other direct costs: FAR 31.202 provides for the allowability of direct costs. Costs will be broken down by types and units. The narrative must include a breakdown and support for all other direct costs.
- (9) Indirect Costs (e.g., overhead, G&A, material & handling): FAR 31.203 and FAR 42.700 provides instructions for those remaining costs (indirect) that are to be allocated to intermediate or two or more final cost objectives. Indirect costs and bases are provided for in an Offeror's

indirect cost rate agreement with the Government, or if approved rates have not been previously established with the Government, a breakdown of bases and pools as method of determining the rates and description of costs.

- (i) 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.
- (ii) If the Offeror or major subcontractor does not have a NICRA, it may elect to propose all costs as direct charges, or it may propose an indirect cost rate. 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 must 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.

#### EXEMPTIONS FOR US SMALL BUSINESS OFFERORS ONLY

All the above instructions apply to US small business offerors. However, if the small business offeror does not have a NICRA, the proposal must include either Audited Financial Statements or Reviewed Financial Statements as defined below:

- a. Audited Financial Statements provide the auditor's opinion that the financial statements are presented fairly, in all material respects, in conformity with the applicable financial reporting framework. In an audit, the auditor is required by auditing standards generally accepted in the United States of America (GAAS) to obtain an understanding of the entity's internal control and assess fraud risk. The auditor also corroborates the amounts and disclosures included in the financial statements by obtaining audit evidence through inquiry, physical inspection, observation, third-party confirmations, examination, analytical procedures and other procedures. The auditor issues a report that states that the audit was conducted in accordance with GAAS, the financial statements are the responsibility of management, provides an opinion that the financial statements present fairly in all material respects the financial position of the company and the results of operations are in conformity with the applicable financial reporting framework (or issues a qualified opinion if the financial statements are not in conformity with the applicable financial reporting framework. The auditor may also issue a disclaimer of opinion or an adverse opinion if appropriate).
- b. Reviewed Financial Statements provide a certified CPA accountant's (referred to as "Accountant" or "CPA" herein) review; the accountant is not aware of any material modifications that should be made to the financial statements for the statements to be in

conformity with the applicable federal financial reporting framework. During a review engagement, the Accountant obtains limited assurance that there are no material modifications that should be made to the financial statements. Therefore, the objective of a review of the financial statements is to obtain limited assurance that there are no material modifications that should be made to the financial statements. A review does not include obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records; or other procedures ordinarily performed in an audit. The CPA issues a report stating the review was performed in accordance with Statements on Standards for Accounting and Review Services; that management is responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework and for designing, implementing and maintaining internal control relevant to the preparation.

The proposal must not include compiled financial statements. Compiled financial statements will not be accepted because the Accountant does not obtain or provide any assurance that there are no material modifications that should be made to the financial statements. That is, there is no assurance that the organization is misrepresenting costs on compiled financial statements which puts the agency at risk. The objective of compiled financial statements is to assist management in presenting financial information in the form of financial statements without undertaking to provide any assurance that there are no material modifications that should be made to the financial statements.

If the small business offeror receives an award based on the submission of Reviewed Financial Statements, within six months after the end of the small business offeror's fiscal year, they must submit an adequate final incurred cost proposal to the to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years in accordance with the Allowable Cost and Payment Clause FAR 52.216-7. The receipt of an adequate proposal by the audit office starts the audit process. This audit will establish the final indirect cost rate(s) for the audited year. Provisional rates will be updated as needed based on current information. USAID auditors will work with the small business to issue a NICRA establishing the proposed provisional indirect cost rates after award based upon acceptable information submitted above.

- (10) Fixed fee (if any): FAR 15.404-4 provides for establishing the profit or fee portion of the Government pre-negotiation objective, and provides profit-analysis factors for analyzing profit or fee. Propose fee with rationale supported by application of the profit-analysis factors. Also, USAID considers calculating fixed fee over subcontractors' fixed fee unreasonable and requires that offerors exclude subcontractors' fixed fee when calculating their own fixed fee.

### **Part 3 - Representations, Certifications, and Other Statements of Offerors**

(1) Offerors must ensure they are registered with the System for Award Management ([www.sam.gov](http://www.sam.gov)) per FAR part 4.

(2) The Offeror and each proposed major subcontractor must complete Section K, "Representations, Certifications, and Other Statements of Offerors". The Offeror must provide a signed and dated Section K. 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 (i.e., sections A through K). The Government advises prospective Offerors to read the terms and conditions of the prospective contract carefully and to refer any questions of interpretation to the Contracting Officer in writing.

(3) Offerors are required to detail and certify as to their small business status if not otherwise detailed in SAM.

#### **Part 4 - Policies and Procedures**

If the Offeror does not have prior USAID contracting experience, submit a copy of its personnel policies, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc. The Contracting Officer may determine that a pre-award survey is necessary (see FAR 9.106).

#### **Part 5 – Information Concerning Work-Day, Work-Week, and Paid Absences**

The Offeror must include the following information for their own and all proposed Subcontractors:

- State the number of hours and days in its normal workday and workweek, both domestically and overseas, for employees and consultants.
- State specifically how paid absences (U.S. holidays, local holidays, vacation and sick) will be reimbursed under this contract.

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 work-day, 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 must describe their workday and workweek policies as well as for each subcontractor.

The workday and workweek policies and the method of accounting for paid absences for the Offeror and subcontractors in effect at time of award will remain in force throughout the period of the award. The workday and workweek policies and method of accounting for paid absences provided by the successful Offeror will become an attachment to the contract.

#### **Part 6 – 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 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 contracts 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.

### **Part 7 – Evidence of Responsibility**

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

### **Part 8 – Subcontracting Plan**

If the Offeror is other than a small business, it must submit a Subcontracting Plan. The subcontracting plan must include information found at FAR Part 19.704. Submitted plans must address subcontracting with all categories of small business concerns. Offerors must use: (1) Subcontracting Plan Template (Nov 2019); and (2) Attachment: Small Business Participation Plan Template (Nov 2019) for subcontracting plan submissions. Both templates are found on the USAID Office of Small and Disadvantaged Business Utilization (OSDBU) found at: [https://www.usaid.gov/business/small\\_business/subcontracting-program](https://www.usaid.gov/business/small_business/subcontracting-program).

### **Part 9 - Information to Support Consent to Subcontractors**

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

### **Part 10 – Letters of Commitment (Major Subcontractors)**

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

### **Part 11 – Legislative Reporting Information**

Provide the following information in a separate page; this information will be used for

Congressional reporting if your organization is selected:

- The offeror's name and address (street, city, state, zip code). In the case of commodity awards, please indicate the place or places of U.S. production if known.
- The offeror's contact name and telephone number.

The following subcontract information (if applicable): (a) the total value of anticipated subcontracting included in the total estimated cost or price and (b) for each anticipated subcontract of \$100,000 or more to a U.S. organization, please provide: (1) the name and address of the subcontractor, (2) the name and/or U.S. telephone number of the subcontractor contact, if known, (3) a brief description of the services or commodities to be provided, (4) the estimated cost or price, and (5) the period of the subcontract.

## **L. 12 INSTRUCTIONS FOR THE PREPARATION OF BRANDING IMPLEMENTATION AND MARKING PLANS:**

In ADS 320, Branding and Marking, offeror(s) are requested to prepare concurrently a Branding Implementation Plan (BIP) and Marking Plan (MP). **Offeror(s) must submit a BIP and MP separately only upon the explicit written request of the Contracting Officer.** The BIP and MP combined should not exceed 5 pages. The BIP and MP will not be a part of the technical evaluation. Offeror(s) will be required to submit formal and detailed Branding and Marking plans for final review before award or in the competitive range.

As part of USAID's branding initiative and to ensure that our implementing partners communicate that the assistance is from the American People, Marking and Branding Policy Requirements for USAID direct acquisitions were updated on February 5, 2020 per the revised ADS 320 – Branding and Marking that can be found at: <https://www.usaid.gov/ads/policy/300/320>.

The Branding Strategy (BS) concepts will support USAID's and State's strategic goals appropriate for this activity and are found at: <http://www.state.gov/s/d/rm/rls/dosstrat/2004>

Costs of Branding and Marking (ADS 320.3.6.3) should be included in the total estimated cost of the Offeror; these costs are eligible for financing if reasonable, allocable, and allowable in accordance with the applicable cost principles.

**Branding Implementation Plan (BIP):** The BIP, developed by the Offeror(s), describes how the program will be communicated to the beneficiaries and promoted to host-country citizens. It outlines the events (press conferences, site visits, etc.) and materials (success stories, Public Service Announcements [PSAs] etc.) the Contractor will organize and produce to assist USAID deliver the message that the assistance is from the American people. The BIP (see ADS 320.3.2.2) should specifically address the following:

- 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.

- How to publicize the program, project, or activity in the host-country and a description of the communications tools to be used. Such tools may include the following:
  - Press releases,
  - Press conferences,
  - Media interviews,
  - Site visits,
  - Success stories,
  - Testimonials from beneficiaries,
  - Professional photography,
  - Public Service Announcements (PSAs)
  - Videos,
  - Webcasts,
  - E-invitations, or group emails
  - Social media, and
  - Other Internet activities, etc.
  
- 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 specific opportunities such as the publication of research findings, or program successes.

Milestones can include, but are not limited to, the following:

- Launching the program,
- Announcing research findings,
- Publishing reports or studies,
- Spotlighting trends,
- Securing endorsements from ministry or local organizations,
- Communicating program impact/overall results.

**Marking Plan (MP):** The MP developed by the Offeror(s), to enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with USAID Identity (see ADS 320.3.2.3). USAID's policy is that programs, projects, activities, public communications, or commodities implemented or delivered under contracts and subcontracts exclusively funded by USAID are marked exclusively with USAID Identity. Where applicable, a host-country symbol or ministry logo, or another U.S. Government logo may be added.

Except for the manufacturer's trademark on a commercial item (ADS 320.3.7), *the corporate identities or logos of Contractors or subcontractors are not permitted on USAID-funded program materials and communications*. Please refer to section 320.3.2.3 Marking Plans for Contracts and 320.3.2.4 Requirements for Marking Plans for Contracts. Note that marking is not required for Contractor's offices, vehicles, and non-deliverable items, such as office supplies used primarily for administration of USAID funded program (ADS 320.3.5).

**[END OF SECTION L]**

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 GENERAL INFORMATION**

(a) The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1; however, discussions may be conducted at the Contracting Officer's discretion. Offerors are advised to submit their best technical and cost proposals in the initial offer.

(b) The Government intends to evaluate Offerors in accordance with Section M of this RFP and make contract award to the responsible offeror whose proposal represents the best value to the U.S. 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. In accordance with FAR 15.101. The Source Selection Authority (SSA) has determined that the "Cost/Technical Tradeoff" methodology is most appropriate for this acquisition.

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

### **M.2 EVALUATION FACTORS**

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

- (a) The technical proposal will be evaluated by a technical evaluation committee using the criteria shown in this Section.
- (b) The cost proposal will be evaluated by the method described in this Section.
- (c) The criteria below are presented by major category, with relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation.

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

- (d) For overall evaluation purposes, technical factors when combined are considered significantly more important than cost/price factors.

### M.3 TECHNICAL PROPOSAL EVALUATION FACTORS

Technical Proposals will be evaluated according to the following factors listed in descending order of importance:

<b>FACTOR</b>	<b>FACTOR NAME</b>	<b>Importance</b>
<b>Factor 1</b>	<b>Key Personnel</b>	<b>Most Important</b>
<b>Factor 2</b>	<b>Technical Approach</b>	<b>Important</b>
<b>Factor 3</b>	<b>Staffing and Management Plan</b>	<b>Less Important</b>
<b>Factor 4</b>	<b>Past Performance</b>	<b>Least Important</b>
Subfactor 3.1	Overall past performance	<i>Important</i>
Subfactor 3.2	Past performance using small business	<i>Least Important</i>

Specific information regarding each evaluation factor and sub-factor is provided below.

#### **Factor 1 Key Personnel**

Technical proposals will be evaluated on the degree to which the proposed key personnel, individually and combined, convincingly demonstrate that the Offeror’s team has the ability to successfully achieve the contract’s objectives and results described in Section C.

#### **Factor 2 Technical Approach**

Technical proposals will be evaluated on the extent to which they demonstrate clear, logical and innovative approaches to implement contract tasks and requirements outlined in Section C, Statement of Work.

#### **Factor 3 Staffing and Management Plan**

Technical proposals will be evaluated on the extent to which the Staffing and Management Plan (including the proposed use and combination of key personnel, core staff, consultants, other technical advisors, field monitors, and subcontractors) demonstrates the Offeror’s ability to implement the proposed technical approach successfully.

#### **Factor 4 Past Performance**

This factor is broken down into two sub factors: A. Overall Past Performance; and B. Past Performance Using Small Business. Overall Past Performance is worth significantly more than Past Performance Using Small Business. These sub-factors are set forth below.

##### **Subfactor 3.1 Overall past performance**

Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the

sources identified by the offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided in Section L. 9 of this RFP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror's performance.

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

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

This subfactor includes an overall evaluation of past performance as described in the past performance information received as part of the CPARs submitted and the references received. The contractor performance information determined to be relevant will be evaluated in accordance with the elements below (the below bullets are not subfactors, rather they are areas of consideration for evaluating overall past performance);

- Quality, including overall performance to accomplish logistic planning, success in meeting quality objectives and consistency in meeting goals and targets.
- Cost control, including forecasting costs as well as accuracy in financial reporting
- Schedule, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance).
- Management, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements, management of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified.
- 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).
- **Degree of Relevancy.** The most relevant indicators of performance are contracts of similar size, scope and complexity in sectors similar to those included in Section C. Statement of Work.

### **Subfactor 3.2 Past performance using small business**

Prime Offerors who are not small business concerns will be evaluated on their performance in using small business concerns as subcontractors, joint ventures, and in other teaming arrangements including efforts in achieving small business participation goals. The exception to the "neutral" rating rules discussed above is when a non-small businesses prime has no history of subcontracting with small business concerns.

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 a provision not to rate the class against a sub factor.

When this occurs, an Offeror lacking relevant performance history is assigned a "neutral" rating. Prior to assigning a "neutral" past performance rating, the Contracting Officer may take into account a broad range of information related to an offeror's performance.

#### **M.4 PRICE/COST EVALUATION**

Proposed costs will be evaluated for cost realism, completeness, reasonableness, allowability, allocability and the competitiveness of the fee proposed. An overall evaluated price (cost plus fixed fee) will be determined and will be used as part of the tradeoff analysis in determining source selection. The evaluated cost will be based on probable cost (FAR 15.404-1(d)(2)). Any lack of cost realism, unreasonableness, or imbalance in price may be considered in the determination of best value. The agency reserves the right to not conduct cost analysis of any offeror whose proposal is determined to be technically unacceptable.

#### **M.5 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD**

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

(b) Award: In accordance with FAR 52.215-1(f), the Government intends to award a contract 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 subfactors as set forth in this solicitation. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. The Government reserves the right to award without discussions.

**[END OF SECTION M]**