



USAID | KENYA AND EAST AFRICA

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Issue Date: June 22, 2018
Deadline for Questions (Round 1): June 29, 2018 at 0800 Nairobi, Kenya time
Deadline for Questions (Round 2): July 11, 2018 at 0800 Nairobi, Kenya time
Closing Date: July 23, 2018
Closing Time: 1100hrs Nairobi, Kenya time

Subject: Request for Proposal (RFP) # 72061518R00005 – Feed the Future Zone of Influence Survey

The United States Agency for International Development (USAID) is seeking proposals for the “Feed the Future Zone of Influence Survey” as described in the attached Request for Proposals (RFP). USAID anticipates the award of one contract resulting from this solicitation.

Proposals will be accepted from eligible organizations. The geographic code for this procurement is **937**, and the NAICS code is 541990. In support of USAID’s interest in expanding the number and sustainability of development partners, USAID encourages proposals from potential new local partners. **USAID strongly encourages small businesses to submit proposals.**

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

Section L of the RFP sets forth all instructions for the preparation and submission of required proposal contents. Section M states the criteria by which proposals will be evaluated. Oral explanations or instructions given before award of the contract will not be binding.

This RFP in no way obligates USAID to award a contract nor does it commit USAID to pay any cost incurred in the preparation and submission of a proposal. Award of a Contract under this RFP is subject to availability of funds and other internal USAID approvals.

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

Sincerely,

Caroline Bertolin Hillas
Regional Contracting Officer
USAID/Kenya and East Africa/Office of Acquisition and Assistance

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)		RATING	PAGE 2	OF 106	PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 72061518R00005		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 06/22/2018	
7. ISSUED BY USAID/Kenya and East Africa/Office of Acquisition and Assistance		CODE		8. ADDRESS OFFER TO (If other than item 7) Same as Item 7			

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)

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

10. FOR INFORMATION CALL:	A. NAME Ketan Sood	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS ksood@usaid.gov
		AREA CODE	NUMBER	EXT.	

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION TBD	
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22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 253 (c)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
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24. ADMINISTERED BY (If other than Item 7) Same as Item 7		25. PAYMENT WILL BE MADE BY USAID/Kenya and East Africa/Office of Financial Management		
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26. NAME OF CONTRACTING OFFICER (Type or print) Caroline Bertolin Hillas		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this RFP is to solicit the services of a Contractor to perform the evaluation as stated in Section C. This will be the Feed the Future Zone of Influence Survey

B.2 CONTRACT TYPE AND SERVICES

This is a **Firm-Fixed-Price** contract. For the consideration set forth in the contract, the Contractor shall provide the deliverables or outputs described in Sections C and F and comply with all contract Requirements.

B.3 BUDGET

The Firm Fixed Price for the performance of the work is **\$TBD**.

[END OF SECTION B]

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

ABBREVIATIONS

A-WEAI	Abbreviated Women’s Empowerment in Agriculture Index
COR	contracting officer’s representative
DAP	Disclosure Analysis Plan and Record of Implementation
EA	enumeration area
FIES	Food Insecurity Experience Scale
GPS	Global Positioning System
IRB	Institutional Review Board
PII	personally identifiable information
PPS	probability proportional to size
PSU	primary sampling unit
QCS	quality control and support
RFP	request for proposals
USAID	United States Agency for International Development
WHO	World Health Organization
ZOI	Zone of Influence

C.1 PURPOSE OF THIS ASSIGNMENT

The purpose of this request for proposals (RFP) is to procure the services of a specialized firm (hereafter the Contractor) to implement a population-based survey to collect data to quantify key indicators and establish an endline for the first phase and a baseline for the second phase of Feed the Future in Kenya. Feed the Future seeks to reduce poverty, hunger, and undernutrition among women and children, and to increase income, resilience, women's empowerment, dietary diversity, and appropriate feeding practices, and improve hygienic environments. Program efforts are designed to impact the population in Zones of Influence (ZOI) in Feed the Future target countries. One of the main tools to track progress in achieving Feed the Future's high-level objectives are population-based performance indicators collected at baseline and then periodically thereafter.

The purpose of the 2018 Feed the Future ZOI Survey in Kenya is to provide United States Agency for International Development (USAID)/Kenya, its U.S. Government interagency partners, the USAID Bureau for Food Security, USAID Missions, the Government of Kenya, and development partners with information on the current status of the Feed the Future population-based ZOI level indicators in Kenya. The survey is designed to (1) determine whether there has been statistically significant change over time in the Feed the Future phase one ZOI key outcome and impact indicators, and (2) establish the baseline status of Feed the Future phase two ZOI indicators. Therefore, the 2018 Kenya ZOI Survey is intended to serve both as an endline for Feed the Future phase one and a baseline for Feed the Future phase two in Kenya.

C.2 BACKGROUND

Country Context and Feed the Future

Background: The Government of Kenya (GOK) is dedicated to transforming Kenya into a newly industrializing, middle-income country by 2030.¹ The 2030 Vision notes that expanding the agriculture sector is key to Kenya's transformation,² while empowering women and attracting the growing youth population are essential to increasing productivity in rural areas. Key to the realization of this vision is the continuing implementation of the 2010 Constitution's mandate to devolve the national system into a more locally responsive and representative government implemented through a 47-county structure.

The goal of USG's Global Food Security Strategy (GFSS) program in Kenya is to sustainably reduce hunger, malnutrition, and poverty in the FTF ZOI through sustainable increases in agricultural productivity, nutrition-sensitive production, and inclusive and competitive market systems.³ The GFSS country plan directly supports and aligns with USAID/KEA's CDCS DO2: Strengthening Health and Human Capacity and DO 3: Inclusive, Market-driven, Environmentally Sustainable Economic Growth. Under GFSS in Kenya and East Africa, FTF will contribute to Kenyans' right 'to be free from hunger and to have adequate food of acceptable quality' as mandated by the Constitution.⁴

¹ Vision 2030, <http://www.vision2030.go.ke/vision/>

² <https://www.cia.gov/library/publications/the-world-factbook/geos/ke.html>

³ For definition of market system see http://www.enterprise-development.org/wp-content/uploads/Market_Systems_Framework.pdf

⁴ <http://www.klrc.go.ke/index.php/constitution-of-kenya/112-chapter-four-the-bill-of-rights/part-2-rights-and-fundamental-freedoms/209-43-economic-and-social-rights>

The GFSS Kenya country plan builds on past achievements and lessons learned from the first phase of the FTF program. While the ZOI under the first five years of FTF included more than half of the 47 counties (27 counties) in distinct agro-ecological zones covering areas from high rainfall to arid lands, under the GFSS, the zone has been reduced to 18 counties to allow better, deeper prioritization, and align with a reduced budget. This strategy will run from 2018 to 2022.

C.3 METHODOLOGICAL AND TECHNICAL CONSIDERATIONS

C.3.1 Indicators to be Reported

Feed the Future Population-based Indicators

There are 12 population-based performance indicators⁵ to be reported for the endline of Feed the Future phase one and 20 performance and two “context”⁶ indicators for the baseline of Feed the Future phase two, all to be measured at the ZOI level. Some indicators have continued from the first to the second phase, some have been retired, and some were added in the second phase. Table 1 provides the list of population-based indicators for the Feed the Future phase one endline and the Feed the Future phase two baseline that will be measured through the 2018 Kenya ZOI Survey. Table 1 also summarizes how the list of indicators has changed between the two phases.

Table 1: List of Population-based ZOI-level Performance and Context Indicators to Include in the Kenya ZOI Endline-Baseline Survey 2018

Feed the Future Phase 1: Population-based ZOI-level indicators ⁷		Feed the Future Phase 2: Population-based ZOI-level indicators	
1	Prevalence of poverty: Percent of people living on less than \$1.25/day (2005 PPP)	NO LONGER REPORTED UNDER FEED THE FUTURE PHASE TWO	
2	Depth of poverty: Mean percent shortfall relative to the \$1.25/day (2005 PPP) poverty line		
3	Daily per capita expenditures (as a proxy for incomes) (2010 USD)		
4	Prevalence of underweight (WAZ < -2) children under five years of age		
5	Women dietary diversity: Mean number of food groups consumed by women of reproductive age (WDDS)		
6	Women’s empowerment in agriculture index (WEAI)		
7	Prevalence of moderate and severe hunger in the population, based on the Household Hunger Scale (HHS)		
8	Prevalence of stunted (HAZ < -2) children under five (0-59 months)	Prevalence of stunted (HAZ < -2) children under five (0-59 months)	1

⁵ Feed the Future phase one indicator definitions are provided in the Feed the Future Indicator Handbook, available at: <https://feedthefuture.gov/progress>. The Handbook is currently being revised to reflect the set of indicators under Feed the Future phase two.

⁶ Context indicators are required to be reported by target country posts; however no target will be set for those indicators.

⁷ Two additional indicators in phase one, “Prevalence of anemia among children 6-59 months” and “Prevalence of anemia among women of reproductive age” are not required even if they were collected as baseline. They are therefore omitted from this list.

9	Prevalence of wasted (WHZ < -2) children under five (0-59 months)	Prevalence of wasted (WHZ < -2) children under five (0-59 months)	2
10	Prevalence of underweight (BMI < 18.5) women of reproductive age	Prevalence of underweight (BMI < 18.5) women of reproductive age	3
11	Prevalence of children 6-23 months receiving a minimum acceptable diet	Prevalence of children 6-23 months receiving a minimum acceptable diet	4
12	Prevalence of exclusive breastfeeding of children under six months of age	Prevalence of exclusive breastfeeding of children under six months of age	5
NEW TO FEED THE FUTURE PHASE TWO		(Abbreviated) Women's Empowerment in Agriculture Index (A-WEAI)	6
		Prevalence of moderate and severe food insecurity in the population, based on the Food Insecurity Experience Scale (FIES)	7
		Prevalence of women of reproductive age consuming a diet of minimum diversity	8
		Prevalence of healthy weight (WHZ ≤ 2 and ≥-2) among children under five (0-59 months)	9
		Ability to recover from shocks and stresses index	10
		Index of social capital at the household level	11
		Proportion of households that believe local government will respond effectively to future shocks and stresses	12
		Proportion of households participating in group-based savings, micro-finance or lending programs	13
		Percentage of households with access to a basic sanitation service	14
		Percentage of households with soap and water at a hand-washing station commonly used by family members	15
		Yield of targeted agricultural commodities within target areas	16
		Proportion of producers who have applied targeted improved management practices or technologies	17
		Prevalence of poverty: Percent of people living on less than \$1.90/day 2011 PPP	18
		Depth of poverty of the poor: Mean percent shortfall of the poor relative to the \$1.90/day 2011 PPP poverty line	19
Percentage of households below the comparative threshold for the poorest quintile of the Asset-Based Comparative Wealth Index	20		
Average percentage of women achieving adequacy across the six indicators of the Abbreviated WEAI (A-WEAI) [Context Indicator]	21		
Prevalence of people who are 'Near-Poor', living on 100 percent to less than 125 percent of the \$1.90 2011 PPP poverty line [Context Indicator]	22		

Mission-specific Population-based Indicators

USAID/Kenya has identified additional themes and analysis and presentation of some of the data collected in the survey, in a separate format to be collected as part of the 2018 ZOI Survey. These themes will help inform specific areas of interventions and allow USAID/Kenya to track progress in achieving its objectives for phase two of Feed the Future. These themes are listed in Table 2. USAID Kenya will discuss these themes with the contractor and develop four (4) to five (5) indicators to be collected under the ZOI survey.

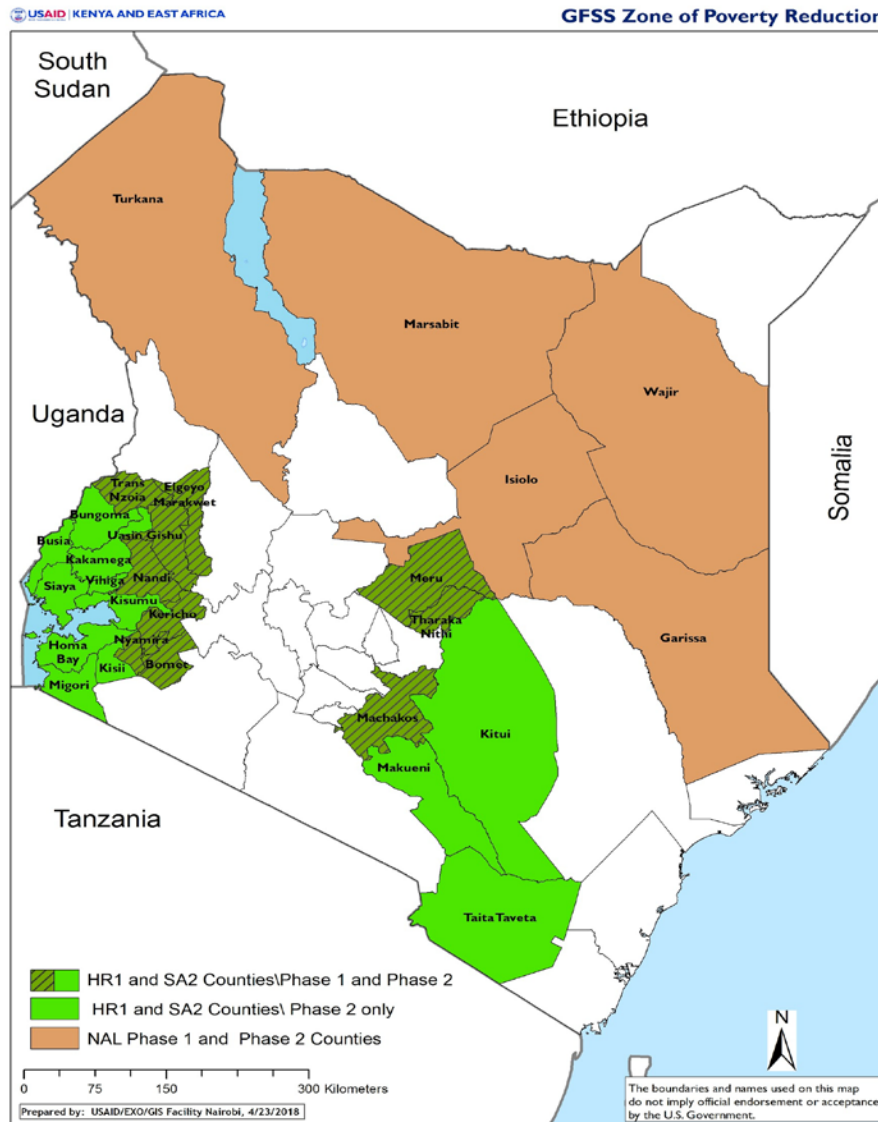
Table 2: List of USAID/Kenya-specific Themes and Population-based Indicators

	Item	Type
1	Total agriculture-related financing accessed in the last 12 months	Indicator
2	Number of women and youth hired as employees or service providers by agribusinesses	Indicator
3	Production volume of targeted crops and livestock	Indicator
4	Household consumption of targeted animal/dairy and crops commodities	Additional analysis
5	Drivers and the disincentives of diversifying into higher value commodities or higher value non-farm activities at household level	Theme

C.3.2 Geographic Focus of the Survey

The Feed the Future 2018 Kenya ZOI Survey will cover two geographic areas that overlap: the ZOI defined under the first phase of Feed the Future (hereafter P1-ZOI), where endline indicator data will be collected, and the ZOI defined under the second phase of Feed the Future (hereafter P2-ZOI), where baseline indicator data will be collected. The ZOI is the geographic area where Feed the Future programs are expected to have an impact on hunger, poverty, and nutrition.

The Feed the Future P1-ZOI in Kenya covers 27 counties (16 in HR1, 6 in SA2 and 5 in northern Kenya as listed in Annex 4). However, it has changed since the 2018 baseline. The main changes to the P1-ZOI that occurred are removal of 7 counties in HR1 (Nyamira, Bomet, Trans Nzoia, Elgeyo Marakwet, Uasin Gishu, Nandi and Kericho) and 3 counties in SA2 (Meru, Tharaka Nithi and Machakos) bringing the total number of target counties remaining in HR1 and SA2 to 12. The Feed the Future P2-ZOI in Kenya covers 17 counties. A map of the P1-ZOI and P2-ZOI as of 2018 is shown below, and complete lists of the counties included in the P1- ZOI at baseline in 2018 and for the purpose of this endline and in the P2-ZOI are provided in Annex 4. These lists will be used to determine the sample frame for the 2018 Kenya ZOI survey.



C.3.3 Sampling

Sampling Design

The sampling design described here follows the Feed the Future ZOI Survey Guidance and the Sampling Guide.⁸ The Feed the Future 2018 Kenya ZOI endline/baseline survey shall be conducted among a random sample representative of the entire population living in the P1-ZOI and the P2-ZOI. The ZOI survey should use a cross-sectional, multi-stage cluster sampling design,⁹ with three stages of sampling.

In the first stage, the Contractor shall select enumeration areas (EAs) from a sampling frame composed of all EAs in the counties in the list provided (see Section 3.2 and Annex 4) using

⁸ Documents are available at <https://agrilinks.org/post/feed-future-zoi-survey-methods>.

⁹ Although Feed the Future recognizes the value of panel surveys for some purposes, they are not ideal for the purposes of tracking indicators representative at the population level and over time, and therefore they are not recommended. See the Feed the Future ZOI Survey Guidance (<https://agrilinks.org/post/feed-future-zoi-survey-methods>) for more details.

probability proportional to size (PPS). The name, location, and population of each EA in the ZOI shall be verified with the Kenya National Bureau of Statistics (KNSB) before performing the first-stage sampling (see Section 4.1).¹⁰ After the first stage selection of EAs, a complete listing of all households in the EAs selected in the first stage shall be completed (see Section 4.4). In the second stage, households shall be selected using fractional interval systematic sampling. Finally, in the third stage, eligible household members shall be selected using a “take all” sampling approach, meaning that all household members who meet the eligibility criteria should be included in the sample. These include all children under age 6 for stunting, wasting, and healthy weight indicators; all children under age 3 for feeding behaviors; all women ages 15–49 for underweight and minimum dietary diversity indicators; and all producers of key commodities for application of improved practices and yield indicators. No subsampling among eligible respondents should occur.

Table 3: Sampling Methods for Each Stage of Sampling

	Stage 1: Selection of EAs	Stage 2: Selection of households	Stage 3: Selection of individuals
Method of sampling	Systematic PPS	Fractional interval systematic	Take all

Sample Size: Endline/baseline ZOI Survey sample size has been calculated following guidance developed by the Bureau for Food Security. It was determined by two main factors: (1) the required sample size for each survey, and (2) the fact that the P1-ZOI and P2-ZOI do overlap. The sample size needs to be large enough to test for statistical differences in the Feed the Future phase one indicators since the 2013 baseline in the P1-ZOI and capture a meaningful change over a period of five years for the Feed the Future phase two goal-level indicators for hunger, malnutrition, and poverty. Hence, USAID/Kenya has determined that the sample size for the 2018 Kenya endline/baseline ZOI Survey should be 6031 households selected from a total of 241 EAs. Before selecting the EAs, the sample frame shall be stratified into 2 ZOI strata (HR1/SA2 and NAL each having 2766 households). An additional 500 households will be sampled for the non-overlap area in HR1/SA2. The NAL ZOI has no non overlap counties. Details on the methodology followed and parameters used in calculating the final sample size for the dual purpose 2018 Kenya endline/baseline ZOI Survey can be found in Annex 2.

Because the ZOI has changed but the P1-ZOI and P2-ZOI overlap, the Contractor shall draw a sample from the overlap dataset equal to the smaller sample size requirements of the baseline P2-ZOI survey and combine this sub-sample with the remaining endline P1-ZOI \ non-overlap dataset for analysis.

¹⁰ If any EA selected in the first stage is found before or during the listing operation to have a much larger population than average, an additional stage of sampling is required. The EA should be segmented, and one segment should be selected and listed. See the Feed the Future [Sampling Guide](#) and [Listing Manual](#) for details and instructions on when and how to segment EAs and how to account for segmentation when calculating sample weights.

C.3.4 Survey Calendar

USAID/Kenya has assessed the various requirements and constraints and determined that, assuming that the core questionnaire, data entry programs, and all templates are used, the entire Kenya endline/baseline ZOI Survey process should take approximately [18 to 20] months, starting in September 2018 with the start of the work or an inception visit, as applicable, and ending in September 2019 with the delivery of final datasets. The pre-fieldwork tasks are estimated to take approximately 3 months, and the fieldwork should take approximately 2 months. Data cleaning, analysis, and reporting should take up the remaining 4 months planned. A detailed list of tasks can be found in the core Gantt chart provided in Annex 1.

The main fieldwork should take place from March 2019 to May 2019. Because of the need to collect agricultural data for the Feed the Future phase two baseline, the timing of the survey is critical. The timing of the main fieldwork is set based on the post-harvest season of Maize (October 2018 to February 2019) which has the largest number of producers in Kenya P2-ZOI among the three value chains selected for the purpose of this survey. The other main value chain, horticulture, has crops that are harvested at a different time of year.

The following factors were also considered in determining when the main fieldwork for the 2018 Kenya ZOI Survey should take place:

- Ramadan in May to June

C.4 TASKS

This section describes the major tasks the Contractor is expected to perform under this contract. Deliverables associated with each task are listed after the description of the task. A complete list of all required deliverables is provided in Section 5, along with a timeline and whether the approval of the Contracting Officer's Representative (COR) is required. All deliverables are to be submitted to USAID in the required timeframe, regardless of whether approval is required.

C.4.1 Start of Work/Inception Visit and Survey Preparatory Activities

Before undertaking the planning and implementation of this survey, the Contractor shall read and be familiar with the Feed the Future ZOI Survey Methods Toolkit,¹¹ which comprises technical guides and templates to be used for all aspects of the survey process and is available on [Agrilinks](#). The Toolkit covers the whole survey process and comprises various technical guides and templates for all major deliverables with instructions for customization where appropriate. References to some of these documents are made throughout this statement of work.

As soon as possible after contract award, the Contractor shall undertake preparatory activities for the survey. If the Contractor is not located in Kenya, the Contractor shall plan to travel to Kenya. Preparatory activities include meeting with key stakeholders, obtaining the necessary information for the sampling design, and updating the timeline proposed by USAID/Kenya (see Section 5 and Annex 1) in the form of a Gantt chart for all contract activities and submission of deliverables. A core version of the Gantt chart is part of the Toolkit and can be found [here](#).

¹¹ Available at <https://agrilinks.org/post/feed-future-zoi-survey-methods>.

In particular, this task includes the following activities:

- Meet, coordinate and collaborate with USAID/Kenya staff and government representatives from the Kenya National Bureau of Statistics (KNBS), the Ministry of Agriculture and Irrigation, National Public Health Laboratory Services, and the Ministry of Health on data collection.
- Review appropriate procedures and develop a plan to obtain U.S. federal wide-certified and country-mandated Institutional Review Board (IRB) certification and any other Government of Kenya requirements.
- Coordinate with the Kenya National Bureau of Statistics (KNBS) to review the sampling plan and select primary sampling units (PSUs).
- If an international contractor, it shall, identify and assess the capacity and past performance of local survey implementation firms or organizations and determine whether a subcontracting request for proposal (RFP) should be issued.
- Bidders are encouraged to form consortiums with local and US firms in preparation of their bids
- Determine appropriate provisioning sources for the survey equipment (tablets, scales and height boards, Global Positioning System [GPS] units).

Deliverables include: Inception visit report; updated Gantt chart; sampling design

C.4.2 Data Collection

The Contractor can either execute the survey completely (through direct hiring of local qualified staff) or enter into a subcontract, as allowed under its award with USAID, for the implementation of specific aspects of the survey that the Contractor deems necessary and appropriate or by forming a consortium with local and US firms for completing the survey. The Contractor remains responsible, however, for completing the survey and analysis to the quality specified in this document. The decision on how data will be collected should be clearly articulated in the response to this RFTOP.

If subcontracting is preferred, helpful criteria for assessing local organizations' ability to implement a survey of the size and complexity of the ZOI Survey include the following:

- The documented past performance of the organization in implementing several large-scale household surveys with sample sizes comparable to the Kenya ZOI Survey and resulting in good-quality data;
- The capacity of the local organization to carry out specific aspects of the survey process it may be responsible for, such as listing, training, collecting social and agricultural data, data entry and transmission, and supervision;
- The organization's experience in using tablet computers for data collection, if applicable;
- Calendar record of usual timelines for survey implementation, and the organization's ability to complete surveys on time;
- The ability of the organization to staff the project as needed for the work;
- The experience of the organization's staff in the requisite roles defined for the ZOI Survey;
- The availability of the organization to complete the work in the required time period; and
- The ability of the organization to work in all counties in the ZOI including those in northern Kenya.

Deliverables include: If subcontracting, components of the survey process, report on the role of sub-awards, as applicable.

C.4.3 Review, Adapt, and Translate the Survey Questionnaire and Training Manuals, and Prepare a First Version of the Study Protocol

The Contractor shall use the core ZOI documentation to produce customized, country-specific versions of the questionnaire, training manuals, and study protocol for the 2018 Kenya ZOI Survey, as instructed in the templates. In addition, because the Kenya ZOI survey questionnaire includes country-specific items (Module 9), the Contractor shall ensure that all core ZOI survey documents and programs are updated accordingly. The 2018 Kenya Feed the Future ZOI Survey questionnaire contains the following survey modules:

- Module 1: Household roster and demographics;
- Module 2: Dwelling characteristics;
- Module 3: Food security and resilience;
- Module 4: Women’s nutrition and anthropometry;
- Module 5: Children’s nutrition and anthropometry;
- Module 6: Abbreviated Women’s Empowerment in Agriculture Index (A-WEAI) for primary female and male decision makers;
- Module 7: Agricultural technologies and agricultural productivity;
- Module 8: Household consumption expenditures; and
- Module 9: Any other data required by the USAID Mission.

Training Materials

The Contractor shall adapt the training material templates available [here](#) for the purpose of training the trainers, the interviewers, and all supervisory staff.

Translation

The Contractor shall have all survey documentation, including the questionnaire, informed consent form, manuals, and training materials, translated into Kiswahili.

In addition, the Kenya ZOI Survey questionnaire shall be translated into one or two other local languages, which are those spoken by 10 percent or more of the population in areas where the survey will be implemented if necessary. The Contractor can use the Excel version of the core questionnaire, which has a translation sheet at the end of the workbook that can be used to facilitate this process.

The documents should be translated and back-translated in accordance with Feed the Future’s standard translation protocol.¹² All language versions of the survey questionnaire shall be loaded on the tablets and be provided to the field teams in hard copy.

Study Protocol

¹² Available at <https://agrilinks.org/post/feed-future-zoi-survey-methods>.

The Contractor shall update and adapt the template study protocol⁹ that includes the initial version of the Kenya ZOI Survey questionnaire and ancillary documents.

Deliverables include: 2018 Kenya ZOI Survey Study Protocol (including the questionnaire and all translated versions); Data Treatment and Analysis Plan; 2018 Kenya ZOI Survey Supervisor’s Manual, Interviewer’s Manual, and Quality Control and Support (QCS) Team Manual (including translated versions in countries where English is not a national language).

C.4.4 Pre-main Fieldwork Activities

Data Entry Programming and Testing

After the 2018 Kenya ZOI survey questionnaire customization is completed and finalized, the Contractor shall begin the multi-stage process of updating the data entry program and testing data entry procedures and scenarios, and updating the associated codebook. Tablet computers with an Android operating system are to be used to capture the ZOI survey data, along with CSPro as the data entry program.

A core CSPro data entry program that corresponds to the core ZOI Survey questionnaire has been developed, tested, and made available for Contractor use, as has a core ZOI Survey codebook.⁹ The Contractor shall use these as the basis on which to develop the Kenya-specific programs and codebook. The Kenya-specific programmed questionnaire shall be tested, and if changes are required, the program and codebook shall be modified, and these modifications documented, until the programmed questionnaire passes testing.

Testing and revisions to the questionnaire shall follow a careful process. First, the programmed questionnaire will be frozen before the pretest to be implemented during the training of the trainers (see Pretest below for the description and timing) and unfrozen only for any updates resulting from the pretest. It will then be frozen again until the main training and completion of the pilot (see Pilot below). Any further edits or revisions based on the pilot exercise will be done on the programmed and paper questionnaire before the start of the main fieldwork.

It is expected that edits and revisions should be minor issues, such as incorrect translations, missing response options, or issues with skip patterns or navigation through the data entry program. Revisions shall trigger re-testing of the data entry programming and codebook until all pass testing. The Contractor shall ensure that the tablets are configured, loaded with the data entry program, and shipped to or made available in Kenya. The Contractor should plan 3 weeks for shipping and customs clearance. Tablets will be consigned to the USAID Mission, a Feed the Future implementing party with duty-free status, or the Contractor if in-country, as applicable for customs clearance.

Household Listing and Community Sensitization

The contractor shall obtain a household listing from KNBS. In the event KNBS does not provide a current household listing, the Contractor shall send listing teams to each cluster to conduct the household listing and do community sensitization. Each listing team shall comprise an experienced field supervisor, a lister, and a cartographer.

The Contractor shall undertake a complete **household listing** of the selected EAs approximately six weeks before the start of the pilot. The Contractor shall use the Feed the Future Listing Manual found [here](#) to plan and execute the household listing.

In particular, the listing team shall visit each EA to map, number, and list all structures, dwelling units, and households in these dwellings in the designated boundaries of the EA. The name of a responsible adult household member shall also be recorded for each household.

County and Community sensitization entails informing county governments of the intention to collect data in their counties through a letter from the Mission and meeting with community leaders to explain the purpose of the survey and to request community cooperation. The listing team will provide the community leader with a letter from the Mission and materials describing the survey and benefits that may accrue to the country and community from the survey findings.

While in the community and surrounding area, the listing team should ascertain the availability of electricity and Internet access, assess how far on average agricultural plots are located from household residences, and identify options for food and lodging.

Household Selection

Once listing information from all EAs has been completed, the listing data shall be sent to the Contractor's office for cleaning and analysis by the statistician. The statistician shall then undertake the random **household selection**. The lists of clusters and selected households shall be used in planning field management tasks and shall be loaded on each interviewer's tablet computer.

Training, Pretest, and Pilot

The Contractor shall undertake training, pretest, and pilot activities over a five-week period immediately preceding the start of fieldwork, as follows:

- Weeks 1–2: Training of trainers for agricultural specialists and field supervisors, including pretesting the data entry program, data transmission, and data receipt and quality control procedures;
- Weeks 3–4: Training of interviewers (agriculture and non-agriculture components of the questionnaire); and
- Week 5: Pilot.

Training of Trainers

The Contractor shall train the trainers. This involves selecting and training QCS team members as trainers for the main field staff training. Field supervisors should be trained at the same time if it is possible to select supervisory staff before the main training. Training shall be based on the Interviewer's, Supervisor's, and QCS Team Manuals (available at <https://agrilinks.org/post/feed-future-zoi-survey-methods>) and shall cover the following:

- **Introduction to the survey:** survey objectives, sample, survey modules, survey implementation, confidentiality, and field supervisor role;

- **Preparing for fieldwork:** collecting materials, obtaining monetary advances for field expenses, arranging transportation and accommodations, and contacting local authorities;
- **Questionnaire content:** household roster; informed consent; dwelling characteristics; household consumption expenditures; food security and resilience; A-WEAI; women's and children's anthropometry; women's dietary diversity and infant and young child feeding; improved agriculture technologies, including sketching plot maps, measuring land size using GPS applications, and collecting data on crop productivity; and household consumption expenditures;
- **Organizing and supervising fieldwork:** assigning households to field teams and tracking completion, handling pending interviews, observing interviews, monitoring and evaluating interviewer performance, conducting systematic spot-checks of household composition, reducing non-response, maintaining motivation and morale, and completing work in a cluster;
- **Data management:** distributing work; checking questionnaires for completeness; archiving data; backing up files, including shape files; and transmitting data; and
- **Reporting and communications:** maintaining schedule and procedures for reporting to the field manager and handling issues that require immediate communication.

Hands-on training and practice sessions will cover the use of all technical equipment required for survey implementation, including tablet computers with apps for data entry and land area measurement using GPS, medical grade digital scales, and validated, field-worthy measurement boards. Core content training schedules, PowerPoint slides, manuals, and quizzes can be found [here](#).

Pretest

The pretest should be planned for the end of the first week of the training of trainers. It will test the programmed survey questionnaire as well as data transmission, extraction, and generation of field check table reports. The pretest should be conducted in rural areas near the training site. It should include households that are similar to those of the planned survey respondents and to the extent possible respondents who speak each of the local languages. The pretest shall focus on the survey questionnaire—whether the flow between modules works well, whether respondents can comprehend all survey questions, and whether the full range of appropriate responses are available. The pretest will also identify any problems with the translations and with using the tablet (e.g., skip patterns, navigation between modules).

Any issues with the survey questionnaire, program, and data quality control procedures identified during the pretest shall be fully documented and corrections made. The corrected versions of the questionnaire and survey manuals shall then be translated and re-loaded onto the tablets, and used and tested during the second week of the training of trainers.

Main Interviewer's Training

The interviewer's training shall be done by the survey Contractor's training team and shall last three weeks, inclusive of the pilot. Training should be based on the Interviewer's Manual and complementary training materials available [here](#). The training shall cover the following:

- **Introduction to the survey:** survey objectives, sample, survey modules, survey implementation, confidentiality, interviewer's role, assignment to supervisors, payment for services;

- **Conducting the interview:** giving general guidance, approaching the household, building rapport, converting refusals, obtaining informed consent, ensuring privacy, using translations, asking questions, probing, following interview instructions on the questionnaire and tablet, noting differences between the printed questionnaire and tablet screens, and flagging issues to be discussed with the field supervisor;
- **Questionnaire content:** household roster; informed consent; dwelling characteristics; household consumption expenditures; food security and resilience; A-WEAI; women's and children's anthropometry; women's dietary diversity and infant and young child feeding; improved agriculture technologies, including sketching plot maps and land size measurement using GPS applications; and household consumption expenditures;
- **Fieldwork procedures:** following field team members' roles and responsibilities, using control sheet, managing the household interview, reporting to the field supervisor, following up on missed interviews, ensuring high data quality, and monitoring and reviewing interviewers' performance;
- **Entering and managing data on the tablet:** understanding the tablet and screen components, starting a questionnaire on the tablet, navigating the questionnaire, advancing through survey modules and groups, entering responses, dealing with refusals, troubleshooting, transmitting data;
- **Completing survey modules:** knowledge of general instructions, administering each survey module, asking questions, and entering responses question by question;
- **Anthropometry:** women's and children's measurement and quality control; and
- **Improved agriculture technologies:** understanding instructions on three main value chain commodities (horticulture (fruit and vegetables), dairy, and livestock) in Kenya, understanding improved agriculture technologies and storage, sketching plots, measuring crop productivity, and measuring land area size using GPS applications.

Hands-on training and practice sessions will cover the use of all technical equipment required for survey implementation, including tablet computers with apps for data entry and land area measurement, GPS, medical grade digital scales, and validated, field-worthy measurement boards.

Training in Human Subjects Protections

All trainees and anyone who might see survey data shall undertake training in "human subjects protections". Significant attention should be dedicated to the elements of informed consent, namely the need to explain:

- The purpose of the research;
- The duration of the respondent's participation;
- The general content of questions to be asked;
- Any foreseeable risks to the respondent;
- Any benefits to the respondent or others from the research;
- How confidentiality of records containing personally identifiable information (PII) will be maintained;
- Whom to contact with questions about the survey or about the respondent's rights; and
- That participation is voluntary, that refusal to participate will involve no penalty or loss of benefits to which the respondent is otherwise entitled, and that the respondent may discontinue participation at any time without penalty or loss of benefits.

At the conclusion of the human subjects protections training, each trainee shall sign a statement of confidentiality. Signed statements of confidentiality shall be retained in the Contractor's office for a period of three years.

Pilot

At the conclusion of the interviewers' training, the entire field team shall conduct a week-long pilot of all survey procedures and logistics and of the questionnaire and translations. The Contractor shall follow the pilot protocol¹³ developed by Feed the Future in planning and implementing the pilot. The pilot will be conducted in rural communities that are in the ZOI but not part of the sample. At the end of each day, all pilot participants should meet to discuss issues and challenges and to identify solutions. Proposed solutions should be tested on subsequent days.

At the conclusion of the pilot, all proposed changes to the survey questionnaire, manuals, translations, procedures, logistics, and systems shall be documented, and any re-training undertaken as necessary.

Depending on their extent, revisions to the questionnaire, manuals, and data entry program may take several days, so there may be a hiatus between the pilot and the initiation of fieldwork.

Deliverables include: 2018 Kenya ZOI Survey implementation plan, household listing and household listing field report, 2018 Kenya ZOI Survey training reports (including field reports from the pretest and pilot), Final 2018 Kenya ZOI Survey questionnaire and survey manuals, Final 2018 Kenya ZOI Survey Study Protocol; Final Data Treatment and Analysis Plan.

C.4.5 Fieldwork

Once IRB approval is obtained and all pre-fieldwork activities (see Section 4.4) are completed satisfactorily, the Contractor shall begin the main fieldwork, taking into consideration the following requirements.

Composition of and Support to Field Teams

Each field team shall include a field supervisor, two pairs of household social interviewers, plus an agricultural interviewer. Given the gender-sensitive nature of some aspects of the questionnaire, female interviewers should interview female respondents; therefore, each interviewer team should have at least one female interviewer (i.e., at least two female interviewers on each field team). The supervisor will need to organize logistics such that the agriculture interviewer is not working alone to implement the agriculture modules of the questionnaire. Each field team should have its own vehicles.

The QCS teams will regularly visit the field teams to ensure that they have supplies and that any problems needing support from central management are dealt with promptly. They will also provide moral support to the teams and provide an additional layer of field supervision and quality assurance.

Field Supervision

¹³ Available at <https://agrilinks.org/post/feed-future-zoi-survey-methods>.

The Contractor shall put in place a rigorous, multi-layered field supervision strategy to ensure the quality of the data. The front line for data quality assurance will be the field supervisors, who shall closely review each questionnaire summary prior to the transmission of the data. Field supervisors shall also observe all interviewers as they conduct interviews, spot-check a random sample of interviewed households, and provide additional instruction to interviewers as needed.

QCS teams shall also provide additional quality assurance while visiting field teams (see above) during the course of fieldwork.

Data Transmission and Management

The Contractor shall set up a secure server to store all survey data. Field supervisors will send the data from verified questionnaires in encrypted files over secure channels to the Contractor's server. Data transmission shall be accompanied by a report describing the data being transmitted. The data will be transmitted to the server as soon as possible depending on Internet availability.

The Contractor shall put in place the necessary procedures to address potential challenges with the process of transmitting data, such as low Internet bandwidth or damaged hard drives and screens. The Contractor will identify the most reliable methods of accessing the Internet and will send damaged tablets to the central office for data extraction. Extensive efforts shall be undertaken to recover data from any tablets that are damaged.

Data Quality Controls

The Contractor shall track performance, implementation, data uploading, and data quality throughout the survey. Any observed problems should be promptly addressed, including through re-training as necessary. Positive feedback for teams that are performing well should be provided as an essential part of data quality control. USAID should be alerted to any serious issues with implications for the integrity of the survey.

The Contractor will use two quality assurance systems to ensure documentation of sample completion and the quality of data entry: a data management system and field check table reports.¹⁴

The data management system will be used to assign households to be interviewed in each cluster and to track completion of selected households (i.e., cases) at the end of each workday. It will also be used to verify that data are complete and internally consistent—that all appropriate modules have been completed, the location identifiers are accurate, and the identifiers for eligible respondents are correct and consistent across all modules. Field supervisors shall send field teams back to households to complete or correct interviews as necessary and should conduct some of these follow-up interviews themselves.

The Contractor shall generate field check table reports using aggregated data. Templates for field check tables are available [here](#).¹¹ These tables will show value ranges, skip patterns, and consistency across variables; identify missing data, outliers, heaping, and age displacement; and calculate response rates. Field check table reports will identify data collection problems at the interviewer,

¹⁴ These resources are available at <https://agrilinks.org/post/feed-future-zoi-survey-methods>.

team, and cluster level, and will allow field supervisors to evaluate their team's performance. Of particular interest will be checks of household and respondent identifiers, to ensure that data can be linked across modules. Key issues will be identified, noted on the reports, and sent back to the field team supervisor, who will take appropriate actions as described in the 2018 Kenya ZOI Survey Study Protocol.

Deliverables include: 2018 Kenya ZOI Survey Field Check Tables and Quality Control Reports (weekly)

C.4.6 Data Cleaning and Analysis and Report Preparation

The Contractor shall clean and analyze the data, calculate the required indicators, prepare data tables, draft the report, and prepare the dataset according to USAID Open Data Policy (ADS 579).

Data Cleaning

The Contractor shall document and maintain a trail of the steps and procedures followed during data cleaning such that all intermediate data files can be reproduced afterward by USAID if necessary. Using the final dataset, the Contractor shall calculate sampling weights based on design weights corrected for non-response for each of the selected EAs (see Annex 3: Calculation of Response Rates and Weights).

The Contractor shall calculate and tabulate indicator values for all indicators (see Table 1) and disaggregates as specified in the Feed the Future Guide to Statistics and the Data Treatment and Analysis Plan.¹¹ As stipulated in the Data Treatment and Analysis Plan, for each point estimate, the Contractor shall generate and tabulate the unweighted sample size (N), weighted standard deviation (for continuous indicators), weighted standard error, weighted confidence intervals, design effect, and response rates.

The Contractor shall use Stata, SAS, SPSS, or R to clean and analyze the data and generate the required statistics. The Feed the Future Guide to ZOI Survey Statistics¹⁵ includes Stata programming codes to calculate the indicators, except for the Food Insecurity Experience Scale, which is partially written in R. Stata programming codes should be translated into another software language if a different statistical analysis package is used.

For the child anthropometry data, z-scores shall be calculated using the World Health Organization (WHO) "igrowup" programs.¹⁶ The logic for WHO "igrowup" anthropometry analysis is programmed in CPro for the Feed the Future ZOI Survey, hence obviating the need for data analysis using other software.

The Contractor shall prepare the 2018 Kenya ZOI Survey Report following the Country Report template, the Guide to Feed the Future Statistics, and the Data Treatment and Analysis Plan for Kenya-specific indicators.¹²

¹⁵ Available at <https://agrilinks.org/post/feed-future-zoi-survey-methods>.

¹⁶ Please visit <http://www.who.int/childgrowth/software/en/> to download the "igrowup" programs in SPSS, SAS, Stata, R, S-Plus, or WHO Anthro.

In addition, the Contractor shall plan on presenting the findings to USAID Kenya in person or as a webinar following the submission of the report.

Deliverables includes: 2018 Kenya ZOI Survey Data Cleaning and Analysis Report, 2018 Kenya ZOI Survey data tables (draft and final), 2018 Kenya ZOI Survey Report (draft and final); 2018 Kenya ZOI Survey presentation slides (draft and final)

C.4.7 Dataset Preparation and Disclosure Analysis Plan

After submission of the 2018 Kenya ZOI Survey Report, the Contractor shall prepare two datasets: one for USAID internal use and one for public use prepared according to the US Government's Open Data Policy.

The USAID internal use dataset shall be in clean, analyzable condition, including key recoded variables, and retaining analytical PII variables (e.g., geospatial information); it must be transmitted to USAID in accordance with ADS Chapter 508 and include the metadata and codebook.

The public use dataset shall protect respondent privacy and confidentiality by removing identifying information from the data, including direct identifiers (information such as names, addresses, GPS coordinates, or any other personally identifying information or characteristics) and indirect identifiers (data that do not specifically identify a person or location, but that can be used to do so, one variable at a time or in combination, because they uniquely describe a person or household).

The Contractor shall develop a Disclosure Analysis Plan and Record of Implementation (DAP) for the dataset intended for public use. The steps in the DAP will be executed as follows:

1. Collect and review USAID, IRB, and other relevant institutional review or approval documents and informed consent forms to ensure that any restrictions on release of data for public use are satisfied or re-negotiated, if possible.
2. Review the data file for the presence of direct identifiers, list all direct identifiers and geographic identifiers below district level, and delete them from the file. Ensure that cluster identification numbers are unique to the survey and cannot be linked to external datasets.
3. Manage indirect identifiers as follows:
 - (a) Review all questionnaires for country-specific questions that could capture externally observable information about the respondent, including textual or qualitative data.
 - (b) Run cross-tabulations of standard and country-specific indirect identifiers by district and identify data items that occur at very low frequencies in each district.
 - (c) Identify viable external data sources against which to compare outlier status of identified low-frequency variables within each district, if possible.
 - (d) Document the proposed approach to handling identification-risk data items.
 - (e) Obtain approval for the proposed approach.
4. Suppress or recode items deemed to be capable of posing an indirect risk to respondents' confidentiality and anonymity.

A DAP template can be found [here](#).

Deliverables include: 2018 Kenya ZOI Survey USAID internal use dataset, codebook, 2018 Kenya ZOI Survey public use dataset, DAP

C.5 Task List, Deliverables, Proposed Schedule, and Team Composition

SEE SECTION F.5

Team Composition

USAID recommends a team composition as listed in Table 5 (Central Office) and Table 6 (Field-Based). Offerors are free to propose their own team structure. However, the Key Personnel listed under Section F.6 must be proposed as part of the team.

Table 5: Central Office Staff

Central office staff position
Project director
Senior researcher
Data processing manager
Research assistant
Sampling statistician
CSPRO programmer
Data analyst

Table 6: Field-based Staff Positions and Responsibilities

Field-based staff position
Survey director
Data manager
Information technology specialist
Social survey field manager
Agriculture survey field manager
QCS teams
Field supervisors
Interviewers
Drivers

[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 POLICY

The Contractor will comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 “Branding and Marking in USAID Direct Contracting” (version from January 8, 2007) at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID "Graphic Standards Manual" available at www.usaid.gov/branding, or any successor branding policy.

As per 320.3.2 Branding and Marking in USAID Direct Contracts, USAID policy is to require exclusive branding and marking in USAID direct acquisitions. “Exclusive Branding” means that the program is positioned as USAID’s, as showcased by the program name (e.g., “The USAID/DOC Support Program”). “Exclusive Marking” means Contractors may only mark USAID-funded programs, projects, activities, public communications, and commodities with the USAID Standard Graphic Identity and, where applicable, the host-country government or ministry symbol or another U.S. Government logo.

It is USAID’s policy that Contractors’ and Subcontractors’ corporate identities or logos must not be used on USAID-funded program materials.

D.3 BRANDING STRATEGY AND MARKING PLAN

The Contractor must submit a Branding Implementation Plan and Marking Plan for this Contract, which must be finalized and submitted for Contracting Officer approval no later than 30 days after award. The Contractor will follow the approved plan during implementation of the contract unless a waiver is requested and approved by the Contracting Officer. Guidance on applying for waivers can be found in USAID Automated Directives System Chapter 320, Branding and Marking.

[END OF SECTION D]

SECTION E – INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996

E.2 INSPECTION AND ACCEPTANCE

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

[END OF SECTION E]

SECTION F – DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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

F.2 PERFORMANCE PERIOD

The period of performance of this contract will be between **October 1, 2018 and [TBD]**, and subject to the USG's needs, the Contractor's performance, and availability of funds.

F.3 PLACE OF PERFORMANCE

The place of performance under this Contract is **Kenya**.

F.4 PERFORMANCE MONITORING AND STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C 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 REPORTS AND DELIVERABLES OR OUTPUTS

The table below shows a detailed list of tasks with a proposed schedule based on the recommended timing of the survey (see Section C.3.4). The schedule is adapted from the core Gantt chart.¹⁷ The Contractor may be advised by USAID/Kenya to further adjust the schedule and Gantt chart proposed here after the award is executed and an actual timeline can be developed. The Contractor shall submit any revised schedule and Gantt chart for approval as part of its workplan.

The table below includes a list of deliverables associated with each task. There are two types of deliverables under this contract: those requiring COR approval (in bold and with an asterisk) and those not requiring COR approval. Both types of deliverables shall be submitted according to the requirements and timeline specified. Deliverables not requiring COR approval include a number of key documents, which will be reviewed in a timely fashion by USAID/Kenya after submission and could prompt USAID/Kenya to request the Contractor to revise and resubmit a document or make adjustments to procedures. Related activities, however, will be allowed to continue while these deliverables are reviewed.

¹⁷ Available at <https://agrilinks.org/post/feed-future-zoi-survey-methods>.

List of Tasks, Associated Deliverables, and Proposed Schedule for the 2018 Kenya ZOI Survey

Gantt chart ref	Detailed task	Deliverable	<u>Estimated Timeline</u>
1	Activity planning	Customized workplan with schedule and Gantt chart*	Month 1
2	Inception visit, as applicable	Inception visit report, as applicable	Month 1
3	Develop plan for obtaining ethical review from federalwide-certified and in-country IRB	Package of all IRB submission requirements for both U.S. and in-country IRBs	Month 1
4	Prepare the study design and accompanying implementation plan	Survey protocol*	Months 2–3
5	Develop a scope of work for the local survey implementation partner and issue RFP, if applicable Bidders are encouraged to identify local firms prior to bidding to save time	Scope of work (with detailed fieldwork implementation plan, including team structure, fieldwork timeline, and logistics), RFP, if applicable	Month 2
6	Prepare the sampling design	Sampling design plan*	Month 2
7	Coordinate with national statistics office to select PSUs	List of selected clusters (first-stage sampling)	Months 2–3
8	Prepare the Data Treatment and Analysis Plan	Data Treatment and Analysis Plan*	Months 2–3
9	Undertake questionnaire design (paper version)	Customized questionnaire*	Months 2–3
10	Translate questionnaire according to established translation protocol (paper version)	Translated questionnaire	Month 3
11	Submit application and protocol for review to the IRB	Documentation that IRB clearance has been obtained	Months 3–4
12	Establish range values for implementing range checks	File of range values (indicating which questionnaire items will have range checks and what the ranges will be)	Month 4
13	Prepare unit conversion tables	Excel file indicating local units of measure and conversion factors (to make equivalent to standard units of measure)	Month 4
14	Subcontract to local partner organization	Contract signed with local survey organization	Month 4
15	Implement questionnaire pretest according to established protocol	Questionnaire pretest report	Months 4–5
16	Arrange for material provisioning (tablet computers, scales, and height boards)	Supply ordering plan and timeline (including customs management plan if supplies are	Months 4–5

		being shipped to country)	
17	Develop pretest and pilot protocols	Pretest and pilot protocols*	Months 4–5
18	Program and test the questionnaire (either for tablets or for data entry program)	Questionnaire programming plan	Months 4–6
19	Prepare the survey manuals:		Months 4–6
	19a - Interviewer Manual	Customized Interviewer Manual*	Months 5–6
	19b - Supervisor and Field Editor Manual	Customized Supervisor Manual (CAPI) or Supervisor and Field Editor Manual (for paper-and-pencil interviewing surveys)	Months 5–6
	19c - Survey Organization Manual	Customized Survey Organization Manual*	Months 5–6
	19d - GPS Manual	Customized GPS Manual	Months 5–6
	19e - QCS Team Manual	Customized QCS Team Manual	Months 5–6
	19f - Listing Manual and List Preparation Protocol	Customized Listing Manual and List Preparation Protocol	Months 5–6
20	Develop field check tables	Field check table shells	Months 4-7
21	Prepare data structure and codebook	Structure of the data file and expected format of the codebook	Months 4–7
22	Develop and code programming specifications (tablets only)	Programming specification tables	Months 4–7
23	Prepare data cleaning plan	Data cleaning plan	Months 4–7
24	Develop data monitoring plan	Data monitoring plan	Months 4–7
25	Develop fieldwork management and monitoring plan	Detailed fieldwork management and monitoring plan with regular progress reports throughout fieldwork	Months 4–7
26	Develop interviewer training plans and supporting materials:		Months 4–7
	26a - Develop interviewer training plan	Interviewer training plan*	
	26b - Develop training agenda (facilitator and trainee versions)	Training agenda (facilitator and trainee versions)	
	26c - Demonstration of field check tables and interpretation	Demonstration of field check tables and interpretation	
	26d - Demonstration of real-time remote fieldwork monitoring (if planned)	Demonstration of real-time remote fieldwork monitoring	
	26e - Tablet training materials (if relevant)	Tablet training materials (if relevant)	
	26f - Agriculture-specific training materials	Agriculture-specific training materials	

	26g - Anthropometry training materials	Anthropometry training materials	
	26h - Biomarker training materials (if relevant)	Biomarker training materials (if relevant)	
	26i - Supervisor and field editor training materials (including assignment and control sheets)	Supervisor and field editor training materials (including assignment and control sheets)	
	26j - Data entry staff and supervisor training plan and materials (if relevant)	Data entry staff and supervisor training plan and materials	
	26k - IT staff training plan and materials	IT staff training plan and materials	
27	Implement listing operation	Listing field report and household listing*	Months 6–7
28	Implement cleaning of listing data and selection of households (on a rolling basis)	List of households selected for interview, redacted for PII	Months 6–7
29	Ensure that IRB approvals have been received	Approval from federalwide-certified IRB and local IRB as applicable	Month 7
30	Implement training of trainers (TOT)	Completion of training	Months 7–8
31	Implement pretest (as part of TOT)	TOT and pretest report*	Months 7–8
32	Implement main training	Completion of training	Month 8
33	Implement pilot (as part of main training)	Main training and pilot report*	Month 8
34	Implement data entry and data management pilot as part of all-systems fieldwork pilot	Data entry and data management pilot report	Month 8
35	Prepare data weighting protocol	Data weighting protocol	Month 8
36	Implement fieldwork	Weekly fieldwork report, plus summary fieldwork report at end of data collection activities	Months 9–10
37	Generate field check tables	Weekly field check tables	Months 9–14
38	Weight the data	Memo advising that the weighting of the data has been completed according to protocol	Month 14
39	Prepare protocol for rendering data suitable for public use	Protocol for preparation of public use data*	Month 14
40	Clean the data	Memo advising of data cleaning steps implemented according to plan and notable findings during the cleaning process	Months 14–15
41	Prepare the data quality assessment memo	Memo presenting response rates, final set of field check tables and interpretation of key findings, and any other pertinent	Month 16

		information regarding data quality*	
42	Analyze the data	Produce frequencies, cross-tabulations, and any additional required statistical analyses	Months 16–19
43	Prepare final report tables	Final report tables (draft, final)*	Months 18–19
44	Draft final report text	Final report text (draft, final)*	Months 17–19
45	Prepare internal use data files (maintains some PII)	Internal use data files*	Months 17–20
46	Prepare public use data files (excludes PII)	Public use data files*	Months 18–20

While timelines are illustrative bidders are encouraged to look for innovative ways to complete the survey in a shorter time without compromising on quality.

F.6 KEY PERSONNEL

Offerors shall propose the most effective team (or teams) composition based on the proposed methodology, within the budgetary limitations. All team members must have relevant prior experiences in Africa, familiarity with USAID’s objectives, approaches, and operations and prior evaluation/assessment experience. In addition, individual team members must have the technical qualifications identified for their respective positions. The team must have sufficient relevant experience in conducting similar surveys.

(a) The Contractor must furnish for the performance of this contract the following key personnel:

Name	Position/Title
(TBD) _____	Chief of Party/Project Director
(TBD) _____	Deputy Chief of Party/Senior Researcher/Survey Director
(TBD) _____	Data Processing Manager/Data Analyst

In selection of consultants, the contractor is strongly encouraged to first consider qualified local consultants.

Responsibilities/Minimum Qualifications:

Chief of Party/Project Director

The project director will serve as Chief of Party and will have overall responsibility for the survey quality and timeliness, including design, such as the protocol and questionnaire finalization; preparation, including various procedural, managerial, and training elements; direction; and oversight of the survey implementation, analysis, and report writing. The project director will serve as the primary point of contact with the USAID Mission, host country government, and the subcontractor, as applicable. The project director will:

- Be the main point of contact on survey progress, quality, and adherence to budget, and will be the point of contact for the field manager on case completion issues.
- Be responsible for the preparation of the Country Report, including writing many sections of the report.
- Work with the survey director to track survey progress and resource requirements.
- Ensure effective communication within the entire project team

The COP must have the following minimum set of qualifications:

- An advanced graduate degree in a similarly related field of study, e.g. agriculture, agricultural economics, economics, statistics, monitoring and evaluation, survey and research methodology
- A minimum of ten years of professional experience in undertaking and managing large household surveys
- Have experience collecting anthropometric and poverty indicator data
- Proven leadership in the administration of similar size surveys with skills in strategic planning, management, supervision and budgeting.
- Proven ability to develop and communicate a common vision among diverse partners and the ability to lead multi-disciplinary teams.
- Evidence of strong communication skills, both interpersonal and written, to fulfill the diverse technical and managerial requirements of the contract.
- Be familiar with IT based data collection tools such as ODK and CSPro
- A 5/5 level of English proficiency is required.

Deputy Chief of Party/Senior Researcher/Survey Director

Reporting to the COP/Project Director, the position will serve as the DCOP/Senior researcher and Survey Director and will provide high-level technical support for a broad range of survey activities, including supporting the development and customization of survey documentation that includes the questionnaire and technical manuals; managing version control of the survey documentation; managing translation activities; coordinating logistical support; provide quality control for all survey deliverables; and helping coordinate the development of the Country Report. Doubling as the survey director, the position will also be responsible for ensuring that all aspects of survey operations including logistical arrangements for data collection and obtaining household consent as per the sampling frame design and household listing are implemented according to the survey protocol. In addition, the DCOP will be responsible for the identification, recruitment, and supervision of field managers, supervisors and enumerators to carry out the survey; Ensure listing and survey teams are trained and the survey instrument is tested before application in the field.

The DCOP/Senior researcher/Survey Director will have the following minimum set of qualifications:

- An advanced graduate degree in a similarly related field of study, e.g. agriculture, agricultural economics, economics, statistics, monitoring and evaluation, survey and research methodology
- A minimum of ten years of professional experience in undertaking and managing large household surveys
- Have experience collecting anthropometric and poverty indicator data
- Proven leadership in the administration of similar size surveys with skills in strategic planning, management, supervision and budgeting.
- Proven leadership in the planning and managing staff and documentation in similar size surveys

- Evidence of strong communication skills, both interpersonal and written, to fulfill the diverse technical and managerial requirements of the contract.
- Be familiar with IT based data collection tools such as ODK and CSPro
- Strong knowledge of the local Kenyan context
- A 5/5 level of English proficiency and fluency in Kiswahili is required.
- Preference for a Kenyan

Data Processing Manager/Data Analyst

The data processing manager will develop and manage the customization of data processing documentation and systems for the survey, and will oversee the programmers. The data processing manager will determine the requirements for the data entry programs, field check tables, and data quality reports, and will be responsible for the creation of public use datasets that protect respondent confidentiality. The data processing manager will train the in-country data managers and serve as a resource for them. The processing manager may also serve as the lead data analysts who monitor data quality.

As the data analyst, the data processing manager will conduct analysis of survey data, including development of the analysis plan, calculation of indicator values from primary and secondary data, calculation of population estimates, development and quality control of tables in the country report, and quality control of all analysis. The data analyst will conduct any other analyses requested by the USAID Mission. The data analyst will provide text for indicator analyses for the Country Report.

The DCOP/Senior researcher will have the following minimum set of qualifications:

- An advanced graduate degree in a similarly related field of study, e.g. economics, statistics, monitoring and evaluation, survey and research methodology
 - A minimum of seven years of professional experience in managing and analyzing data in large database with multiple variables.
 - Some experience and knowledge in analyzing anthropometric and poverty indicator data
 - Evidence of strong communication skills, both interpersonal and written, to fulfill the diverse technical and managerial requirements of the contract.
 - Be familiar with IT based data collection tools such as ODK and CSPro
 - A 5/5 level of English proficiency is required.
- (b) The key personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor must immediately notify both the CO and the COR, preferably 30 days prior to the key personnel departure but at a minimum two (2) weeks in advance and must submit written justification (including proposed replacement or timeline to replace) in sufficient detail to permit evaluation of the impact on the program. No replacement of key personnel must be made by the contractor without the written consent of the CO.

F.7 AIDAR 752.7005 – SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEP 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 (1) describe the planning, design, implementation, evaluation, and results of development assistance; and (2) are generated during the life cycle of development assistance programs or activities.) The Contractor must also submit copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

- (i) Time-sensitive materials such as newsletters, brochures or bulletins.
- (ii) The contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

(2) Within thirty (30) calendar days after completion of the contract, the contractor must submit to the DEC any reports that have not been previously submitted and an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause. (b) Submission requirements. The contractor must review the DEC Web site for the most up-to-date submission instructions, including the DEC address for paper submissions, the document formatting and the types of documents to be submitted. The submission instructions can be found at: <https://dec.usaid.gov>.

(b) Standards

- (i) Material must not include financially sensitive information or personally identifiable information (PII) such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission.
- (ii) All submissions must conform to current USAID branding requirements.
- (iii) Contract reports and information/intellectual products can be submitted in either electronic (preferred) or paper form. Electronic documentation must comply with Section 508 of the Rehabilitation Act of 1973.
- (iv) The electronic submissions must consist of only one electronic file, which comprises the complete and final equivalent of the paper copy. In the case of databases and computer software the submissions must also include necessary descriptive information, e.g., special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.
- (v) Electronic documents must be in one of the National Archives and Records Administration (NARA)-approved formats as described in NARA guidelines related to the transfer of permanent E-records. (See <http://www.archives.gov/records-mgmt/initiatives/transfer-to-nara.html>).

(c) Essential bibliographic information. Descriptive information is required for all Contractor products submitted. The title page of all reports and information products must include the contract number(s), contractor name(s), name of the USAID Contracting Officer's Representative, the publication or issuance date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective or activity title (if non-English,

provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as a separate cover sheet, the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

[END OF CLAUSE AND END OF SECTION F]

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following AIDAR clause pertinent to this section is hereby incorporated by reference (by Citation Number, Title, and Date).

NUMBER	TITLE	DATE
	AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION (AIDAR)	
752.7003	DOCUMENTATION FOR PAYMENT	NOV 1998

G.2 CONTRACTING OFFICER

The USAID/KEA/Office of Economic Growth and Integration (OEGI) team shall provide technical oversight to the Contractor through the designated COR. The Contracting Officer shall issue a letter appointing the COR and Alternate COR for the Contractor and provide a copy of the designation letter to the Contractor.

Contracting Officer Address:

Caroline Bertolin Hillas
Regional Contracting Officer
U.S Agency for International Development
U.S Embassy Compound
Unit 64102, APO AE 09831-4102
Telephone: 254-20-8622000
E-mail: CBertolin@USAID.Gov

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative (COR) and the Alternate COR, **[TBD and TBD]** respectively, will be appointed by the Contracting Officer through a separate COR designation letter, a copy of which will be provided to the contractor. The COR will provide the technical direction under this contract. The COR will be located at USAID/KEA/OEGI. The Alternate COR will only act during the absence of the COR.

G.4 CONTRACTOR'S PRIMARY POINT OF CONTACT

The Contractor's primary point of contact is **[COP TBD]** and can be reached at **[E-Mail Address TBD]**.

G.5 PAYING OFFICE

The Contractor must submit invoices to the payment office indicated below, under Section G.6. The USAID/KEA payment office is:

USAID/KEA/RFMS
c/o American Embassy

United Nations Ave. Gigiri
P.O. Box 629, Village Market-00621
Nairobi, Kenya
E-mail: nairobirfmspaysments@usaid.gov

G.6 PAYMENT AND INVOICING INSTRUCTIONS

Contractor shall be entitled to payment as follows [The deliverables indicated are the ones to which at minimum, payment will be tied. Contractor to propose additional deliverables from Section F.5 against which the remaining 50% of the Total Fixed Price shall be made and the percentages associated]:

<u>Deliverable</u>	<u>Date</u>	<u>Payment</u>	<u>Amount</u>
Work Plan	[TBD] based on Proposal	20%	[TBD]
Final Report	[TBD] based on Proposal	30%	[TBD]
[TBD]	[Contractor to propose, and subject to USAID approval]	50%	[TBD]

Electronic copies of invoice for each deliverable must be sent to NairobiRFMSPayments@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 must provide the bank account details, including the bank account number, the bank name and address, the SWIFT Code and the ABA number.

G.7 CONTRACTOR'S PAYMENT ADDRESS

[TBD]

G.8 TECHNICAL DIRECTION/RELATIONSHIP WITH USAID

(a) Technical Direction is defined to include:

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

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

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer's Representative" with a copy furnished to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- (4) 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.
- (5) Obtain necessary security clearance and appropriate identification if access to Government facilities is required.
- (6) 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, schedules must be made only by the Contracting Officer.

- (c) In the separately-issued COR designation letter, the CO designates an alternate COR to act in the absence of the designated COR, in accordance with the terms of the letter.
- (d) 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 must bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

- (e) Failure by the Contractor to report to the Contracting Office any action by the Government considered to be 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.
- (f) In case of a conflict between this contract and the COR designation letter, the contract prevails.

[END OF CLAUSE AND 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 FAR clause.

NUMBER	TITLE	DATE
	AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION (AIDAR)	
752.7027	PERSONNEL	DEC 1990

H.2 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is **937** unless specified otherwise.

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

- (a) Except as may be specifically approved by the Contracting Officer, the Contractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 "Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds." The authorized source for procurement is Geographic Code 937 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.
- (b) Ineligible goods and services. The Contractor must not procure any of the following goods or services under this contract:
- (1) Military equipment
 - (2) Surveillance equipment
 - (3) Commodities and services for support of police and other law enforcement activities
 - (4) Abortion equipment and services
 - (5) Luxury goods and gambling equipment, or
 - (6) Weather modification equipment.
- (c) Restricted goods. The Contractor must obtain prior written approval of the Contracting Officer or comply with required procedures under an applicable waiver as provided by the Contracting Officer when procuring any of the following goods or services:
- (1) Agricultural commodities,
 - (2) Motor vehicles,
 - (3) Pharmaceuticals and contraceptive items

- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

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

H.4 AIDAR 752.7004 – EMERGENCY LOCATOR INFORMATION (JUL 1997)

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

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

H.5 INSURANCE AND SERVICES

FAR 52.228-3 – Workers' Compensation Insurance (Defense Base Act) (Apr 1984)

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

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

- (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 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.
- (d) Allied World Assurance Company is the only insurance underwriter authorized to write DBA insurance under USAID contracts. To obtain DBA insurance, Contractors are to contact Allied's agent, Aon Risk Insurance Services West, Inc. at:

(1) 199 Fremont St., Suite 1400
San Francisco, CA 94105

Primary Contact: Fred Robinson; Phone: (415) 486-7516; Email: Fred.Robinson@aon.com
Secondary Contact: Angela Falcone; Phone: (415) 486-7000;
Email: Angela.Falcone@aon.com

OR

(2) 1120 20th St., N.W., Suite 600
Washington D.C. 20036

Primary Contact: Ellen Rowan; Phone: (202) 862-5306; Email: Ellen.Rowan@aon.com
Secondary Contact: Chris Thompson; Phone: (202) 862-5302;
Email: Chris.Thompson@aon.com

- (e) The Contractor shall 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 (Please refer to latest AAPD) of employee remuneration. The Contractor is herein notified that DBA insurance coverage is a requirement for all prime Contractor employees and subcontractor employees under this contract pursuant to FAR 52.228-3. DBA-covered employees are also entitled to benefits under the War Hazards Compensation Fund. As this is a U.S. Government established fund and its benefits are provided at no additional cost to the Contractor above the cost of DBA insurance, the Contractor is not entitled to reimbursement for War Hazards Compensation Fund coverage. If the Contractor provides additional accidental death and disability or life insurance to its employees, the cost of the additional insurance will be considered a fringe benefit and will be allowable as provided by FAR 31.205-6(m).

H.6 AIDAR 752.228-70 – MEDICAL EVACUATION (MEDEVAC) SERVICES (JUL 2007)

- (a) Contractors must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter “individual”) while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.
- (b) Exceptions.
 - (i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.
 - (ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.
- (c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by Contractor employees overseas.
- (d) Contractors are responsible for providing medical evacuation coverage for their employees. Medical evacuation costs are allowable as a direct cost. Medevac services costs are allowable as a direct cost.

H.7 GOVERNMENT FURNISHED FACILITIES OR PROPERTY

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

H.8 LANGUAGE REQUIREMENTS

All deliverables must be produced in English.

H.9 ENVIRONMENTAL COMPLIANCE

1)

- a) Section 117 of the Foreign Assistance Act of 1961, as amended, 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.

- b) In addition, the Contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.
- 2) An Initial Environmental Examination (IEE) for this Activity has been approved by the Bureau Environmental Office.

The IEE concludes that, Negative Determinations with Conditions is recommended for this activity per 22 CFR 216.3 (a)(2)(iii), and Request for Categorical Exclusions (RCE) is recommended for this activity per 22 CFR §216.2 (c)(2)(i) and (iii) for or analyses, studies, academic or research workshops and meetings; Per 22 CFR §216.2 (c)(2)(v) for activities involving document and information transfers.

As required by ADS 204.3.4, USAID/Sudan will “actively monitor ongoing activities for compliance with approved recommendations, and modify or end activities that are not in compliance” and ensure that adequate time and resources are available to bring this activity into compliance with the requirements of this IEE. If during implementation, this activity is considered outside the above framework as described in the subject categorical exclusion, and that it may directly affect the environment, an IEE or amended RCE shall be submitted, as appropriate.

- 3) USAID anticipates that environmental compliance and achieving optimal development outcomes for the proposed activities will require environmental management expertise.

H.10 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

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

H.11 AIDAR 752.231-71 – SALARY SUPPLEMENTS FOR HG EMPLOYEES (MAR 2015)

- (a) Salary supplements are payments made that augment an employee's base salary or premiums, overtime, extra payments, incentive payment and allowances for which the HG employee would qualify under HG rules or practice for the performance of his/hers regular duties or work performed during his/hers regular office hours. Per diem, invitational travel, honoraria and payment for work carried out outside of normal working hours are not considered to be salary supplements.
- (b) Salary supplements to HG Employees are not allowable without the written approval of the contracting officer.
- (c) The Contractor must insert a clause containing all the terms of this clause, including the requirement to obtain the written approval of the contracting officer for all salary supplements, in all subcontracts under this contract that may entail HG employee salary supplements

H.12 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

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

H.13 EXECUTIVE ORDER ON TERRORISM FINANCING

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.14 REPORTING OF FOREIGN TAXES

- (a) Reports. The Contractor must annually submit a report by April 16 of the next year.
- (b) Contents of Report. The reports must contain: (i) Contractor name. (ii) Contact name with phone, fax and email. (iii) Agreement number(s). (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa). (vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31. (vii) The final report is an updated cumulative report of the interim report. (viii) Reports are required even if the Contractor/recipient did not pay any taxes during the report period. (ix) Cumulative reports may be provided if the Contractor/recipient is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause: (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements. (ii) "Commodity" means any material, article, supply, goods, or equipment. (iii) "Foreign government" includes any foreign

governmental entity. (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to:

USAID/EA/RFMS
NAIROBIVATReports@usaid.gov
c/o American Embassy
United Nations Ave. Gigiri
P.O. Box 629, Village Market-00621
Nairobi, Kenya

(e) Sub-agreements. The Contractor must include this reporting requirement in all applicable subcontracts, sub-grants and other sub-agreements.

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

H.15 USAID DISABILITY POLICY – ACQUISITION (DEC 2004)

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

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

H.16 CONFLICTS OF INTEREST

(a) It is understood and agreed that some of the work required hereunder may place the contractor, or its personnel or its subcontractors or their personnel (hereinafter referred to collectively as "contractor"), in the position of having a potential personal or organizational conflict of interest (OCI), i.e., because of other activities or relationships with other persons, (1) the contractor is unable or potentially unable to render impartial assistance or advice; or (2) the contractor's objectivity in performing the contract is or might be impaired; or (3) the contractor may receive an unfair competitive advantage; or (4) the contractor may have a financial or other personal interest which would or potentially would impair his/her objectivity and/or from which he/she would improperly benefit. Further discussion of OCIs may be found in FAR 9.5, Organizational and Consultant Conflicts of Interest.

- (b) The performance/actions of personnel under this contract will be imputed to the contractor (or subcontractor(s) by whom they are employed or retained, and the performance/actions of any subcontractor will be imputed to the contractor, unless the contractor, on a case-by-case basis, can demonstrate otherwise and satisfy the contracting Officer that such imputation is unreasonable.
- (c) In accordance with the clause of this contract entitled "Organizational Conflicts of Interest Discovered After Award" (AIDAR 752.209-71), the Contractor agrees not to undertake any activity which may involve a personal conflict of interest or an OCI without first notifying the contracting officer of such potential conflict and receiving the contracting officer's authorization to undertake that activity.
- (d) If the potential conflict relates to performance of the work hereunder (e.g., where the contractor is to evaluate an activity in which the contractor had some previous involvement, thereby rendering the contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the contractor's objectivity), and the contracting officer cannot neutralize, mitigate, or avoid the conflict, the contracting officer may decline to authorize performance of that work by the contractor.
- (e) If the potential conflict relates to future activities (e.g., where the contractor is to perform a needs assessment, feasibility study, or design/development of a project or activity to be procured under another contract for which the contractor will or might compete or which may be awarded noncompetitively to the contractor, thereby potentially providing an unfair competitive advantage to the contractor, and/or rendering the contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the contractor's objectivity; or where the work under this contract might affect the personal or financial interests of the contractor), the contracting officer may decline to authorize performance of that work by the contractor or, if such work is authorized, the contracting officer may place restrictions on the contractor's future activities, as permitted by FAR 9.5, and as necessary to neutralize, mitigate, or avoid the potential conflict.
- (f) The contracting officer's approval to undertake such activities, if given, may be based on the contracting officer's determination that a significant potential conflict does not exist or does not appear to exist, or may be conditioned on the acceptance by the contractor of restrictions on the contractor's future activities. If restrictions are to be placed on future activities, the contractor may decline to perform the work.
- (g) If it is discovered that the contractor engaged in any activities which constitute a potential or actual conflict without having first obtained the contracting officer's approval to undertake such activities; or if it is subsequently discovered that, notwithstanding the contracting officer's authorization to undertake the activity based on his/her initial determination that no significant potential conflict existed or appeared to exist, a conflict did, in fact exist or arise, restrictions, as permitted by FAR 9.5, on the contractor's future activities may be placed unilaterally by the contracting officer for this contract or the contracting officer for such other contract as may be involved in the conflict, and other remedies (including termination of this contract for default, debarment or suspension, and those permitted by the clauses of this contract entitled "Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity" (FAR 52.203-8 JAN 1997) and "Price or Fee Adjustment for Illegal or Improper Activity" (FAR 52.203-10 JAN 1997), may be taken by USAID.

- (h) If it is discovered that the contractor engaged in any activities in violation of the restrictions placed by a Contracting Officer on the contractor's future activities, other remedies (including termination of this contract for default, debarment or suspension, and those permitted by the clauses of this contract entitled "Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity" (FAR 52.203-8) and "Price or Fee Adjustment for Illegal or Improper Activity" [FAR 52.203-10]), may be taken by USAID.
- (i) Nothing in this provision precludes the application of any other remedies available to USAID by law, regulation, or other provisions of this contract.

H.17 STANDARDS OF CONDUCT – IMPROPER BUSINESS PRACTICES

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

H.18 AIDAR 752.7025 – APPROVALS (APR 1984)

All approvals required to be given under the contract by the Contracting Officer or the Mission Director shall be in writing and, except when extraordinary circumstances make it impracticable, shall be requested by the Contractor sufficiently in advance of the contemplated action to permit approval, disapproval or other disposition prior to that action. If, because of existing conditions, it is impossible to obtain prior written approval, the approving official may, at his discretion, ratify the action after the fact.

H.19 AIDAR 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.

H.20 BUSINESS CLASS TRAVEL

For cost effectiveness, economy class travel must be used on all official travel funded under this contract. Business class travel may only be used under exceptional circumstances and only with prior written approval of the Contracting Officer.

H.21 CONTRACTOR'S USE OF PROJECT VEHICLES AND LIABILITY INSURANCE REQUIREMENTS FOR PRIVATELY OWNED VEHICLES

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

H.22 DISCLOSURE OF INFORMATION

- (a) Contractors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM or The Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.
- (b) Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.
- (c) In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.
- (d) Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or

the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

H.23 ADS 302.3.5.9 – NONDISCRIMINATION (JUN 2012)

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

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

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

H.24 COMPLIANCE WITH THE TRAFFICKING VICTIMS PROTECTION REAUTHORIZATION ACT

The U.S. Government may terminate this contract agreement, without penalty, if the Contractor or any sub-contractor, (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.25 MOBILE BANKING

The Contractor must consider ways to incorporate electronic payment systems (e.g. electronic distributions by banks or other financial institutions, debit cards, smart cards or mobile money) as a means of funds transfer, where feasible, in program design and implementation, including, but not limited to, the payment of staff, the purchase and sale of goods and services and fee collections associated with program implementation. The mission contracting office will determine the range of allowable cost for electronic payment services utilized by the Contractor.

H.26 ELECTRONIC PAYMENT 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 \$3,000, 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.27 GENDER CONSIDERATION

To the greatest extent possible, the Contractor must seek to include both men and women in all aspects of this program including participation and leadership in [e.g., meetings, training, etc.].

The Contractor must collect, analyze and submit to USAID sex-disaggregated data and proposed actions that will address any identified gender-related issues. Further requirements on this are included in Section C.

USAID policy requires that gender issues be addressed as appropriate in all USAID-funded activities. The technical approach must describe how gender considerations will be integrated throughout the program and into specific activities as appropriate. The Contractor must look for gender implications or opportunities in the program, seeking to address embedded gender issues and promote gender equity, as appropriate, in all phases of program implementation and internal management. This program must address gender concerns in a fundamental way –simply setting aside funds for training of female council

members, for example, will not alone be considered sufficient. Specific activities for women are appropriate. Gender indicators must be defined and tracked by the Contractor and the contractor will complete an analysis of gender as part of its initial stages of implementation.

H.28 LOGISTIC SUPPORT

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

H.29 ADS 302.3.5.22 – SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCT 2014)

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

- (1) “Dataset” is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 “Submission Requirements for Development Experience Documents”)
- (2) “Intellectual Work” includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the contractor under the award, whether published or not. The term does not include the contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

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

- (1) The Contractor must submit to the Development Data Library (DDL), at www.usaid.gov/data, 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, 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.

- (2) The contractor must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.
- (3) 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.
- (4) The contractor must not submit classified data to the DDL.

H.30 ADS 302.3.5.21 – USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JUL 2014)

a) Definitions

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

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

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

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

- (1) Register with the IPN Portal if awarded a contract resulting from this solicitation, and

(2) Receive universal bilateral modifications to this contract and general notices via the IPN Portal.

c) Procedure to register for notifications.

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

d) Processing of IPN Portal Modifications

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

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

(1)

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

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

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

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

H.31 AAPD 16-02 – ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (MAY 2016)

(a) Federal agencies are required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), to offer access to electronic and information technology for disabled individuals within its employment, and for disabled members of the public seeking information and services. This access must be comparable to that which is offered to similar individuals who do not have disabilities. Standards for complying with this law are prescribed by the Architectural and Transportation Barriers Compliance Board ("The Access Board"). The contractor must comply with any future updates of standards by the Access Board.

36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/sec508/508standards.htm>.

- (b) Except as indicated elsewhere in the contract, all electronic and information technology (EIT) procured through this contract must meet the applicable accessibility standards at 36 CFR 1194 as follows: 1194.21 Software applications and operating systems
- 1194.22 Web-based intranet and Internet information and applications
 - 1194.23 Telecommunications products
 - 1194.24 Video and multimedia products
 - 1194.25 Self-contained, closed products
 - 1194.26 Desktop and portable computers
 - 1194.31 Functional performance criteria
 - 1194.41 Information, documentation, and support
- (c) Deliverable(s) must incorporate these standards as well.
- (d) The final work product must include documentation that the deliverable conforms with the Section 508 Standards promulgated by the US Access Board.
- (e) The Contractor must comply with 508 standards, and any changes needed to conform to the standards will be at no additional charge to USAID.

[END OF SECTION H]

PART II - CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
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
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2007
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
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements – Representation	JAN 2017
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 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9*	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records – Negotiation	OCT 2010
52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.217-2	Cancellation Under Multi-Year Contracts	OCT 1997
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-29	Notification of Visa Denial	APR 2015
52.222-35	Equal Opportunity for Veterans	JUL 2014

52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-38	Compliance with Veterans' Employment Reporting Requirements	FEB 2016
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-6	Drug-Free Workplace	MAY 2001
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
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan – Certification	AUG 2009
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certifications	OCT 2015
52.228-3	Workers' Compensation Insurance (Defense Base Act)	JUL 2014
52.229-6	Taxes - Foreign Fixed-Price Contracts	FEB 2013
52.230-2	Cost Accounting Standards	MAY 2014
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer – System for Award Management	JUL 2013
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
52.233-2	Service of Protest	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes – Fixed Price – Alternate I	APR 1984
52.246-4	Inspection of Services – Fixed-Price	AUG 1996
52.246-25	Limitation of Liability – Services	FEB 1997
52.247-63	Preference for U.S.-Flag Air Carriers	JUN 2003
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984

* As applicable

AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION (AIDAR)

752.202-1	Definitions	JAN 1990
752.204-2	Security Requirements	FEB 1999
752.209-71	Organizational Conflicts Of Interest Discovered After Award	JUN 1993
752.211-70	Language and Measurement	JUN 1992

752.227-14	Rights in Data – General	OCT 2007
752.228-3	Worker's Compensation Insurance (Defense Base Act)	DEC 1991
752.228-7	Insurance – Liability to Third Persons	JUL 1997
752.245-70	Government Property- USAID Reporting Requirements	JUL 1997
752.7005	Submission Requirements for Development Experience Documents	SEP 2013
752.7006	Notices	APR 1984
752.7008	Use of Government Facilities or Personnel	APR 1984
752.7009	Marking	JAN 1993
752.7010	Conversion of U.S. Dollars to Local	APR 1984
752.7013	Contractor-Mission Relationships	JUN 2018
752.7015	Use of Pouch Facilities	JUL 1997
752.7025	Approvals	APR 1984
752.7029	Post Privileges	JUL 1993
752.7033	Physical Fitness	JUL 1997
752.7034	Acknowledgement and Disclaimer	DEC 1991

I.2 FAR 52.252-2 – CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

I.3 FAR 52.203-99 – PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

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

- “Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.
- “Subcontract” means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
- “Subcontractor” means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

- (b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).
- (c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the

extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

- (d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

I.4 FAR 52.209-9 – UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.
- (b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments:
 - (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by:
 - (i) Government personnel and authorized users performing business on behalf of the Government; or
 - (ii) The Contractor, when viewing data on itself; and
 - (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for:
 - (i) Past performance reviews required by subpart 42.15;
 - (ii) Information that was entered prior to April 15, 2011; or
 - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
 - (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the

posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

- (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
 - (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

I.5 AIDAR 752.219-70 – USAID MENTOR-PROTÉGÉ PROGRAM (JUL 2007)

- (a) Large and small businesses are encouraged to participate in the USAID Mentor-Protégé Program (the “Program”). Mentor firms provide eligible small business Protégés with developmental assistance to enhance their business capabilities and ability to obtain Federal contracts.
- (b) Mentor firms are large prime contractors or eligible small business capable of providing developmental assistance. Protégé firms are small business as defined in 13 CFR Parts 121, 124, and 126.
- (c) Developmental assistance is technical, managerial, financial, and other mutually beneficial assistance that aids Protégés. The costs for developmental assistance are not chargeable to the contract.
- (d) Firms interested in participating in the Program are encouraged to contact the USAID Mentor-Protégé Program Manager (202-712-1500) for more information.

I.6 AIDAR 752.7013 CONTRACTOR-MISSION RELATIONSHIPS (JUN 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.

[END OF SECTION I]

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

- J.1** Technical ANNEXES 1-4 (See Page 97 onwards)
- J.2** Section K (Word Format)* (Attached as a separate document in FedBizOpps)
- J.3** Form AID 1420-17 –Contractor Employee Biographical Data Sheet (in Word and PDF) (Attached as a separate document in FedBizOpps)

*Section K of this RFP is provided in Word format to make it easier for Offerors to complete the required certifications.

[END OF SECTION J]

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR

The representations, certifications and other statements as provided herein are applicable to the contract.

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEPT 2007
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.204-20	PREDECESSOR OF OFFEROR	JUL 2016
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003

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

(a)

- (1) The North American Industry classification System (NAICS) code for this acquisition is **541990**.
- (2) The small business size standard is \$15,000,000.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

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

(i) Paragraph (d) applies.

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

(c)

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

- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless:
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

- (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) 52.214-14, Place of Performance – Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts.
- (xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals— Representation. This provision applies to 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 \$77,533, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,533 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 Certification. 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 (✿: Not Applicable; ▣: Applicable)
- ▣ (i) 52.204-17, Ownership or Control of Offeror.
- ✿ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- ✿ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- ✿ (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- ✿ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- ✿ (vi) 52.227-6, Royalty Information.

(A) Basic.

 (B) Alternate I.

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

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

FAR Clause	Title	Date	Change
_____	_____	_____	_____

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

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

(a)

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

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

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

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

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

(D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

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

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

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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

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

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

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

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

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

- (c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (A) In a criminal proceeding, a conviction.
 - (B) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (C) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (D) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
 - (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

K.5 FAR 52.203-18 – PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS-REPRESENTATION (JAN 2017)

- (a) Definition. As used in this provision:

“Internal confidentiality agreement or statement”, “subcontract”, and “subcontractor”, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

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

- (c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

K.6 FAR 52.209-11 – REPRESENTATION BY CORPORATION REGARDING A DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION (FEB 2016)

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

(b) The Offeror represents that:

- (1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

K.7 INSURANCE – IMMUNITY FROM TORT LIABILITY

The Offeror represents that:

- it is,
- it is not a State agency or charitable institution,

and that

- it is not immune,
- it is partially immune,
- it is totally immune

From tort liability to third persons.

K.8 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and

- agrees to the terms and conditions set forth therein; or
- has the following exceptions (continue on a separate attachment page, if necessary):

K.9 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the Offeror certifies that they are accurate, current, and complete, and that the Offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No.	_____
Offer/Proposal No.	_____
DUNS No.	_____
Date of Offer	_____
Name of Offeror	_____
Typed Authorized Official's Name	_____
Typed Authorized Official's Title	_____
Signature	_____
Date	_____

[END OF SECTION K]

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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/>(FAR)
<http://www.usaid.gov/pubs/ads/300/aidar.pdf> (AIDAR; a Word version of the AIDAR is also available at <http://www.usaid.gov/pubs/ads/300>)

NUMBER	TITLE <i>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)</i>	DATE
52.204-7	System for Award Management	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.207-1	Notice of Standard Competition	MAY 2006
52.215-1	Instructions to Offerors – Competitive Acquisition – Alternate I	OCT 1997
52.214-34	Submission of Offers in the English Language	APR 1991
52.215-22	Limitations on Pass-Through Charges — Identification of Subcontract Effort	OCT 2009
52.222-24	Preward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation of Compensation for Professional Employees	FEB 1993

L.2 FAR 52.215-1 – INSTRUCTIONS TO OFFERORS: COMPETITIVE ACQUISITION (JAN 2017)

(a) Definitions. As used in this provision:

- “Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.”
- “In writing,” “writing,” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
- “Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

- “Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.
- “Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

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

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

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

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

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

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

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

- (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and
- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing

date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

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

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

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

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

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

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

(f) Contract award

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

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

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

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

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

the proposal.

- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting Offeror(s), the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weaknesses or deficient factors in the debriefed Offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
 - (iii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

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

The Government contemplates award of a **Firm-Fixed-Price** contract resulting from this solicitation.

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

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

Caroline Bertolin Hillas
Regional Contracting Officer
U.S Agency for International Development
U.S Embassy Compound
Unit 64102, APO AE 09831-4102
Telephone: 254-20-8622000
E-mail: CBertolin@USAID.Gov

A copy of any protest shall also be provided to William Buckhold at WBuckhold@USAID.Gov or Fax Number: 202-216-3058 **and** Ketan Sood at KSood@USAID.Gov.

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

L.5 GOVERNMENT OBLIGATION

Issuance of this solicitation does not constitute a commitment on the part of the U.S. Government to make an award nor does it commit the U.S. Government to pay for any costs incurred in the preparation and submission of a proposal. Further, the U.S. Government reserves the right to reject any or all proposals received.

L.6 GENERAL INSTRUCTIONS

- (a) The U. S. Government anticipates awarding one contract as a result of this Solicitation. The Agency reserves the right to award more or less awards than the anticipated number of contracts stated.
- (b) RFP Instructions. If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be down-graded and not receive full or partial credit under the applicable evaluation criteria.
- (c) If an Offeror does not understand the instructions in this Solicitation, then it should write to the Contracting Officer for clarification sufficiently in advance of the deadline for the receipt of proposals in order to obtain an answer in time to meet that deadline.
- (d) Accurate and Complete Information. An Offeror must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.
- (e) Pre-award Survey. USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) Offeror's ability to perform the contract duties under the project conditions; (2) a

review of the Offeror's financial condition, business and personnel procedures, etc.; and (3) site visits to the Offeror's facilities.

- (f) Offer Acceptability. The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract:
- (1) Completion of Standard Form 33, Blocks 12 through 18;
 - (2) Submission of proposed costs/prices and indirect cost information as required by Section B and L of this RFP;
 - (3) Completion of the "Representations, Certifications, and Other Statements of Offerors" in Section K; and
 - (4) Submission of information required by Section L or any other section of this RFP. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract. Offerors must follow the instructions contained in this RFP and supply all information and signature/certifications, as required.
- (g) Proposal Preparation Costs. The U.S. Government will not pay for any proposal preparation costs.
- (h) Questions and clarifications: Any questions concerning this RFP must be submitted to Caroline Hillas via e-mail at cbertolin@USAID.Gov, Ketan Sood via email at KSood@USAID.Gov **no later than the local dates and times indicated at the top of the cover letter to this RFP. There are two opportunities to ask questions.** It is at the CO's discretion to provide response after the above deadline. Oral explanations or instructions given before award of the Contract will not be binding. Any information given to a prospective Offeror concerning this Contract will be furnished promptly to all other prospective Offerors as an amendment of this Contract, if that information is necessary in submitting proposals.
- (i) Closing date and time: All proposals in response to this solicitation shall be submitted at the e-mail addresses noted above not later than the date and time indicated on the cover page of this RFP.

L.7 DELIVERY INSTRUCTIONS

Proposals must be submitted electronically. The electronic version of proposals must be sent by internet email, with attachments compatible with Adobe Acrobat (PDF) and Excel MS Office 2010 in an MS Windows environment to the following addresses: CBertolin@USAID.Gov and KSood@USAID.Gov. Each email must not exceed 20mb in size and all files are to be in PDF except for cost spreadsheets, which are to be provided as Excel files with cell formulas intact. All emails containing proposal files should, in the address line, state 72061518R00005 Technical or Cost Proposal, email no. "X". When sending proposals by multiple emails, please indicate in the subject line whether the email relates to the technical or cost proposal, and the desired sequence of multiple emails, if more than one is sent (e.g. "Technical Proposal, Part 1 of 3"). **Email is the only method for submitting proposals. An email submission received before the submission deadline by either contact listed above will be considered received. Zip files are not permitted.**

Offerors must take into account the expected delivery time required by internet email transmission and are responsible for ensuring that their proposals are received at USAID by the due date and time.

Offerors are encouraged to obtain confirmations of receipt of their proposals. USAID will not be held responsible for lost proposals. Offerors should retain one copy of their complete proposal for their records.

Facsimile submission is not authorized nor will be accepted.

USAID/Kenya and East Africa will only consider and review all proposals received by the specified closing date and time (local Kenya time) indicated in the Cover Letter of this RFP. Proposals that are submitted after that date and time will not be considered in the review process.

L.8 FORMAT AND PRESENTATION

Proposals must be submitted in two separate parts: (a) Technical Proposal and (b) Cost Proposal. Technical Proposals must not make reference to cost data so that the technical evaluation may be made strictly on the basis of technical merits.

The **technical proposal** must be written in English and be presented in a readable font size. The technical proposal is limited to **20 pages** (excluding annexes as detailed under L.9). All required aspects of the technical proposal as noted below must be combined into a single PDF. The pages must be numbered consecutively, and the PDF file must be **searchable**.

The **cost proposal** must be compatible with Excel, include all **unlocked** formulas, and be an unlocked spreadsheet that is not password protected. The narrative for the cost proposal must be written in English and be readable. Biographical Data Sheets must be submitted in PDF format, duly signed by both the employee and the contractor and must be put in alphabetical order.

These same requirements exist for the submission of subsequent revised technical and/or cost proposals, and technical/financial clarifications.

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

The technical proposal must be entirely separate from the cost proposal and it must not include cost information in the content of the technical proposal. The technical proposal should be organized by the technical evaluation criteria listed in Section M.

(a) Organization of the Technical Proposal

The technical proposal is limited to 20 pages, excluding annexes, and must be written in English. USAID will not evaluate information submitted above this page limit. Proposals must be submitted in a legible font size and layout, and pages must be numbered consecutively. This page limitation includes all required documents for the technical proposal, except where specifically noted. All required aspects of the technical proposal as noted below must be combined into a single, searchable PDF, and the page limitation will be calculated by the total number of pages of the PDF that count towards the page limitation. Information from the required appendices need not be

summarized in the technical proposal. The technical proposal must be submitted by email and include the information set forth below.

The technical proposal must be concise, comprehensive, and responsive to the instructions contained herein. It must clearly demonstrate how the proposed approach will meet the goals and all objectives of the activity, and fulfill the Offeror's program implementation responsibilities. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal in response to this RFP are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate art work and expensive visual or other presentation aids are neither necessary nor wanted.

(b) Content of the Technical Proposal

The outline for the technical proposal is specified below:

1. Cover Letter
2. Table of Contents
3. Acronym List
4. Executive Summary
5. Technical Approach
 - A. Methodology
 - B. Tasks
6. Key Personnel and Team Composition
7. Past Experience
8. Past Performance
9. Annexes – including:
 - A. Past Performance Information
 - B. CVs of Key Personnel
 - C. Illustrative Branding Strategy, Branding Implementation Plan, and Marking Plan

(b).1. Cover Letter:

Include the name of the organization submitting the proposal and the organization's DUNS number. Major subcontractors (hereafter referred to as "subs") must be clearly identified, along with their DUNS numbers; major subs are defined as those expected to perform at least 20% or a prominent part of the technical effort. Include a contact person for the proposal, including his/her name (both typed and signed), title or position with the organization, address, telephone, and email address. Also state whether the contact person is the person with authority to contract for the Offeror, and if not, that person should also be listed. The cover letter must be signed and is included in the **20 page** limit.

(b).2. Table of Contents

(b).3. Acronym List

(b).4. Executive Summary

The executive summary describes the basic elements of the Offeror's proposal and is included in the **20 page** limit.

(b).5. Technical Approach

The technical approach must demonstrate a clear understanding of the country context and include a clear description of the methodological and technical approach and the general survey strategy. The submission must outline specific, focused activities and explain how the approach is expected to achieve the proposed purpose of the assignment.

Offerors must outline steps that will be taken to address and mitigate the risks of operating in Kenya. Examples of these steps include, but are not limited to, the following: risk and security assessments; participatory approaches to gain the buy-in of local authorities, community leaders, and other stakeholders to ensure efficient collection of data. Offerors must demonstrate ability to collect and analyses data for large surveys.

(b).6. Key Personnel and Team Composition

The Offeror must propose key personnel that meet the required qualifications specified in Section F.6. The Offeror must indicate the names and provide a CV/Resume for each proposed candidate that clearly outlines his or her experience and background. The Offeror must also describe its team's composition to demonstrate how they will successfully manage and complete the survey.

(b).7. Past Experience

Offerors must clearly demonstrate their experience and organizational capacity to successfully conduct surveys (data collection and analysis) of similar nature, size, and complexity in comparable country environments. Offerors must reiterate the experience being described, including the capacity in which the experience was performed and the role of the Offeror and major subcontractor on the Project. It is the Offeror's responsibility to explain how evidence of past experience will be an indicator of successful performance under this anticipated award. Previous experience must include the conduct, management, and coordination of large surveys.

(b).8. Annexes

Annex A: Past Performance Information

- (a) The Offeror must provide performance information for itself and each major subcontractor (those expected to perform at least 20% or a prominent part of the technical effort) in accordance with the following:
- 1) Provide in the technical proposal up to five (5) each for the prime and major subcontractor 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 type of work in similar fragile state contexts, complexity/diversity of tasks, and skills/ expertise required, and must be within the past five years. Please only include for each past performance reference the title of the project, the contract number, and the contact information (name,

e-mail address and phone number) of the Contracting Officer's Representative (or equivalent).

- 2) Provide for each of the contracts listed above a list of contact names, job titles, phone numbers, e-mail addresses, and a description of the performance to include:
 - Scope of work or complexity/diversity of tasks,
 - Primary location(s) of work,
 - Term of performance,
 - Skills/expertise required,
 - Dollar value, and
 - Contract type, i.e., fixed-price, cost reimbursement, etc.

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

- (b) If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken (FAR 15.305(a)(2)).
- (c) Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work.
- (d) Performance in Using Small Business (SB) Concerns (as defined in FAR 19.001)*
 - (1) This section (d) is not applicable to offers from small business concerns.
 - (2) As part of the evaluation of performance in Section M.2 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 a list of the recent (within the past year) contracts for which you submitted subcontract reports to eSRS (FAR 52.219-9(d)(10).
- (C) Provide the names and addresses of three (3) SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her title, phone number, and e-mail address for each.

Annex B: CVs of Key Personnel

The CVs must highlight the candidate's education, work experience (including the month and year of the time period the candidate held the position), and professional accomplishments to display how they meet the required qualifications. CVs also must have at least three references for each position with full contact information (name, position, relationship, email address, and telephone number).

Annex D: Illustrative Branding Strategy, Branding Implementation Plan, and Marking Plan

Offerors must submit a branding and marking plan which complies with Section D.

L.10 INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL

Offerors must submit a cost proposal, which be reviewed as part of the overall evaluation as indicated in Section M. The cost proposal must be submitted under separate cover from the technical proposal.

1) Part 1 - Standard Form (SF) 33

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

2) Part 2 – Proposed Costs/Prices

USAID's goal is to achieve low administrative costs. Certified cost or pricing data is not required for this proposal.

While there is no page limit, Offerors must provide the necessary detail and supporting information to address the solicitation requirement and to allow a complete analysis of each line item cost. Provide a workable (Excel) detailed budget (breakdown) with narratives explaining the basis for the estimate for each category of cost in sufficient detail to facilitate determination of cost reasonableness. All spreadsheets must be submitted in Excel format as unlocked spreadsheets with unlocked formulas – this means spreadsheets must not be password protected. The detailed narrative for the cost proposal must be written in English in Microsoft Word, be readable, and be text accessible. Biographical Data Sheets must be submitted in PDF format, duly signed by both the employee and the contractor and must be put in alphabetical order.

There is no requirement for the presentation of your cost proposal, but we encourage that you follow the format as laid out with the cost categories below:

Direct Labor Salaries and Wages

FAR 31.205-6, AIDAR 732.205-46 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.

Unit costs for each proposed position, key or not, should be expressed in an amount per work day with the corresponding level of effort required for the position (number of work days) and then calculated to a total cost for each cost period where the salary would be applicable. Proposed annual salary escalation must be provided and must be in line with H.3 of this RFP.

Completed biographical data sheets, Form AID 1420-17 (see Attachment J.2), must be provided for all key personnel, consultants, and other short-term and long-term professional positions (this does not include positions such as secretaries and drivers) expected to perform on the contract. Bio-data forms must be properly completed, certified and signed by both employee and Contractor in the appropriate spaces with all blocks completed, as appropriate.

Salaries of TCN and CCN personnel must be reflected on the bio-data form in U.S. dollar and Offerors will state the exchange rate used if the proposed personnel salary histories include salaries in currency other than the U.S. dollar.

Labor cost for TCNs and CCNs must not exceed the thresholds in the US Embassy's local employee compensation plan (LCP). However, this must only be used as guidance, as Offerors are expected to offer compensation in accordance with prevailing market rates.

A certification that the proposed personnel were not suggested or requested by USAID must be included in the cost proposal.

Fringe Benefits

FAR 31.205-6 provides for allowances and services provided by the Offeror to its employees as compensation in addition to regular wages and salaries. If the Offeror has a fringe benefit rate that has been approved by a U.S. Government Agency, this rate must be used and evidence of its approval must be provided. If a fringe benefit rate has not been so approved, a detailed breakdown comprised of all items of fringe benefits (e.g., unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries must be provided with a narrative that adequately explains this breakdown.

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 Offeror. Unit costs for each proposed position, key or not, must be expressed in an amount per work day with the corresponding level of effort required for the position (number of work days) and then calculated to

a total cost for each cost period where the salary would be applicable. Completed biographical data sheets, Form AID 1420-17 must be provided for all consultants.

Travel and Transportation

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, and the estimated cost per trip, including airfare, per diem, and other related travel costs. The origin and destination, purpose for each proposed trip, duration of travel, and number of individuals traveling must be specified. Per diem must be based on the Offeror's normal travel policies; however, the rates cannot exceed those of the Federal Standardized Travel Regulations for cost estimates.

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. Allowances must be in accordance with the Offeror's policies and the applicable regulations and policies. Please note that in accordance with clause 752.7028 in Section I, Third Country National and Cooperating Country National employees are not eligible for differentials and allowances unless specifically authorized.

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 Government property to contractors, contractors' use and management of Government 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.

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. Information sufficient to determine the reasonableness of the cost of each subcontract must be included. Individual subcontractors proposed as part of the offer must include the same cost element break-downs in their budget as the prime's, as applicable.

All costs for local organizations without NICRAs must be budget all costs as direct costs.

NOTE: Subcontract budgets must include the same cost element break-downs in their budget as the prime's, as applicable.

Other Direct Costs

FAR 31.202 and FAR 31.205 provides for the allowability of direct costs and many cost elements. Costs must be broken down by types and units. This includes report preparation costs, passports and visas fees, medical exams and inoculations, insurance (other than insurance included in the

Offeror's fringe benefits), rent, utilities, as well as any other miscellaneous costs, which directly benefit the program proposed by the Offeror. Specific information regarding the type of communication cost at issue (i.e. mail, telephone, cellular phones, internet etc.) must be included in order to allow an assessment of the realism and reasonableness of these types of costs. Costs of Branding and Marking (ADS 320.3.6.3), environmental compliance implementation and monitoring (per H.11), and security must be included under this line item. These costs are eligible for financing if reasonable, allocable, and allowable in accordance with the applicable cost principles. The narrative must provide a breakdown and support for all other direct costs.

Indirect Costs

FAR 31.203 and FAR 42.700 provides for those remaining costs (indirect) that are to be allocated to intermediate or two or more final cost objectives. The Offeror and each proposed subcontractor will include a complete copy of its most current Negotiated Cost Rate Agreement (NICRA) or other documentation from your cognizant U.S. Government audit agency, if any, stating the most recent final indirect cost rates. The proposal must include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.

If the Offeror does not have a NICRA or a cognizant Government Audit Agency, the Offeror must direct charge all costs or the proposal shall include:

- Audited financial statements, balance sheets and profit and loss statements, for the last two complete years, and the current year-to-date financial statements (or such lesser period of time if the Offeror is a newly-formed organization). The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime Contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed; and
- Detailed indirect cost rate calculations for the most recent two fiscal years that include the major cost elements in both the pool of expenses and base of application. The rate calculations must be supported by the applicable audited financial statements.

Fee

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. Any proposed fee must be supported with the rationale supported by application of the profit-analysis factors. It is not expected that fee will be applied to other than direct costs for sub-awards (i.e., not profit or indirect costs).

3) Part 3 – Budget Narrative

Offerors must provide the necessary detail and supporting information to address the solicitation requirement and to allow a complete analysis of each line item cost.

4) Part 4 – Information Concerning Work-Day, Work-Week, and Paid Absences

(1) The Offeror and each proposed subcontractor must:

- (i) State the number of hours and days in its normal work-day and work-week, both domestically and overseas, for employees and consultants.
 - (ii) State specifically how paid absences (US holidays, local holidays, vacation and sick) will be reimbursed under the contract.
- (2) A normal work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. The Offeror and all subcontractors must describe their workday and workweek policies.
- (3) The work day and work week policies and the method of accounting for paid absences for the Offeror and subcontractors in effect at time of award must remain in force throughout the period of the award.

5) Part 5 – Subcontracts

The information set forth below shall be provided for each subcontractor, if any, proposed. A separate sheet shall separate each element of subcontractor information, as well as each subcontractor. Each page shall have the subcontractor's name clearly marked.

- (i) 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.
- (ii) The Offeror must address each of the elements in FAR 44.202-2 in order for proposed subcontractor(s) to be considered by the contracting officer for consent of subcontractor(s) to be granted with the award.
- (iii) A discussion and arrangement on type(s) of subcontract(s) to be used, and approximate percentage of each type of work to be subcontracted.

USAID discourages the use of exclusive agreements with international or regional/local organizations as this limits USAID's ability to receive the best services.

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

Offerors and proposed subcontractors must ensure they are registered with the System for Award Management (SAM) (www.sam.gov) per FAR part 4. A successful registration in SAM means the Offeror has obtained a DUNS number, has registered in CCR (Central Contractor Registration) and has secured an NCAGE number to successfully complete the Online Representation & Certifications Application (ORCA). The Offeror and each proposed subcontractor must complete Section K, "Representations, Certifications, and Other Statements of Offerors."

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.

The Offeror must submit as part of its proposal a statement that the Offeror has registered in SAM - System for Award Management (<https://www.sam.gov/>). A successful registration in SAM means the Offeror has obtained a DUNS number, has registered in CCR (Central Contractor Registration) and has secured an NCAGE number to successfully complete the Online Representation & Certifications Application (ORCA).

7) Part 7 – SF LLL Disclosure of Lobbying Activities

The Offeror and its major subcontractors must provide SF LLL Disclosure of Lobbying Activities. See Attachment J.3.

8) Part 8 - Evidence of Responsibility

The Prime Contractor and subcontractor(s) 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. To be determined responsible, a prospective contractor must address FAR 9.104.

To be determined responsible, a prospective Contractor must:

- (i) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));
- (ii) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
- (iii) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective Contractor must 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;
- (iv) Have a satisfactory record of integrity and business ethics;
- (v) 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));
- (vi) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)); and
- (vii) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (See also inverted domestic corporation prohibition at FAR 9.108).

If the Offeror fails to submit sufficient evidence for the Contracting Officer to make a determination of responsibility, then the Contracting Officer may make a determination of non-responsibility and the Offeror may be precluded from being awarded a contract. However, in the case of a small business Offeror, the Contracting Officer will comply with FAR 19.6.

9) Part 9 – 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).
- The awardee's contact name and telephone number.
- The following subcontract information: (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.

[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.** Therefore, Offerors are to submit their best technical and cost proposals with their initial submissions. However, the Government reserves the right to conduct discussions if the Contracting Officer determines it to be necessary.
- (b) Alternative proposals will not be accepted.
- (c) 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. For overall evaluation purposes, technical factors are considered more important than cost/price factors, though cost is a key factor in making a best value decision. “Best value” is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical, cost, and other factors.
- (d) The submitted technical information will be evaluated by a technical evaluation committee using the technical criteria shown below. The evaluation committee may include industry experts who are not employees of the Federal Government. When evaluating the competing Offerors, the Government will consider the written qualifications/capability information provided by the Offerors, as well as any other information obtained by the Government through its own research.
- (e) Proposals received in response to this solicitation will be evaluated by USAID pursuant to the Federal Acquisition Regulations (FAR) and the Agency for International Development’s Acquisition Regulation (AIDAR).

M.2 TECHNICAL EVALUATION CRITERIA

The technical evaluation criteria listed below are presented by major category. These criteria serve as the standard against which all the technical proposal information will be evaluated and to identify the significant matters which should be addressed. Proposals will be assessed based on criteria and points allocation presented below.

	Criteria	Maximum Points
1.	Technical Understanding and Approach	35 points
2.	Key Personnel and Team Composition	25 points
3.	Past Experience	20 points
4.	Past Performance	20 points
	Total	100 points

(1) Technical Approach (35 Points)

The extent to which the offeror’s proposal accomplishes the requirements of the statement of work, detailing how the proposed methodology will ensure quality data collection, and analysis,

survey management, team deployment and efficient task scheduling and completion. Additionally, the extent to which the offeror demonstrates an understanding of the country context and the effectiveness of the offeror's proposed risk mitigation strategies.

(2) Key Personnel and Team Composition (25 points)

The extent to which the proposed key personnel meet the required qualifications; and the team composition that demonstrates the Offeror's and subcontractor's ability to effectively conduct the survey.

(3) Institutional Capacity and Experience (20 points)

The extent to which Offeror and subcontractor describe their capacity and experience to successfully manage surveys of similar nature, size, and complexity in comparable environments.

(4) Past Performance (20 points)

- (a) Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the source identified by the Offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided in Section L 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.
- (b) Adverse past performance information to which the Offeror previously has not had an opportunity to respond will be addressed in accordance with the policies and procedures set forth in FAR 15.3.
- (c) 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.
- (d) The contractor performance information determined to be relevant will be evaluated in accordance with the elements below:
 - 1) Quality of product or services, including consistency in meeting goals and targets.
 - 2) Cost control, including forecasting costs as well as accuracy in financial reporting.
 - 3) Schedule, including the timeliness against the completion of the contract, milestones, delivery schedules, and administrative requirements (e.g. efforts that contribute to or affect the schedule variance).
 - 4) Business relations, addressing the history of professional behavior and overall business-like concern for the interest of the customer, including the contractor's history or 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.
 - 5) Management of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified.

6) For prime Offerors who are not small business concerns as subcontractors, including efforts in achieving small business participation goals:

(e) An Offeror's performance will not be evaluated favorably or unfavorably when:

- (1) The Offeror lacks relevant performance history,
- (2) Information on performance is not available, or
- (3) The Offeror is a member of a class of Offerors where there is provision not to rate the class against a sub factor.

When this occurs, an Offeror lacking relevant performance history is assigned a "neutral" rating. For example, a small business prime Offeror will not be evaluated on its performance in using small business concerns. If this sub factor is worth a possible 10 points out of a total possible point value of 100 for the technical proposal, then the small business prime Offeror's technical proposal will have a maximum possible points, its total technical score for evaluation against the other Offerors would be 88.89 (i.e., 80/90). USAID understands that there may be minor arithmetic differences in percentage terms as a result; however, it considers these differences to be minor and that they will not impact any best-value decision made under this solicitation.

An exception to this "neutral" rating provision is when a non-small businesses prime has no history of subcontracting with small business concerns.

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.3 PRICE EVALUATION

No points are assigned to the price proposal's evaluation. While the technical evaluation criteria are significantly more important than price, price remains important. The price proposal will be evaluated in accordance with FAR 15.404.

M.4 DETERMINATION OF COMPETITIVE RANGE

- (a) The government reserves the right to award a Contract without discussions with Offerors in accordance with FAR 52.215-1. The competitive range of Offerors with whom negotiations will be conducted (if necessary) will be determined by the Contracting Officer pursuant to FAR 15.306(c) (1). A competitive range determination (if necessary) may take place at any point in the evaluation process.
- (b) Offerors are advised that, in accordance with FAR 52.215-1, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

If the Contracting Officer determines that discussions are necessary, s/he will establish a competitive range composed of only the most highly rated proposals. In certain circumstances, the

Contracting Officer may determine that the number of the 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 Offerors in the competitive range to the greatest number that will permit an efficient competition among the most highly rated Offerors. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of it becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror an unfair advantage over those more competitive offers.

M.5 SOURCE SELECTION

- (a) The overall evaluation methodology set forth above will be used by the contracting officer as a guide in determining which proposal(s) offer the best value to the U.S. Government. In accordance with FAR 52.215- 1, and as set forth in Section M of this solicitation, award will be made by the contracting officer to the responsible Offeror(s) whose proposal(s) represents the best value to the U.S. Government after evaluation in accordance with all factors and sub-factors in this solicitation.
- (b) This procurement utilizes the tradeoff process set forth in FAR 15.101-1. If the contracting officer determines that competing technical proposals are essentially equal, cost/price factors may become the determining factor in source selection. Conversely, if the contracting officer determines that competing cost/price proposals are essentially equal, technical factors may become the determining factor in source selection. Further, the contracting officer may award to a higher priced Offeror if a determination is made that the higher technical evaluation of that Offeror merits the additional cost/price.

M.6 AWARD

In accordance with FAR 52.215-1(f), the Government intends to award a contract resulting from this solicitation to a responsible Offeror whose proposal represents the best value after evaluation in accordance with the factors as set forth in this solicitation.

[END OF SECTION M]

Annex 2 – Calculation of the Sample Size for the 2018 Kenya ZOI Endline/Baseline Survey

The final sample size for the Feed the Future Kenya zone of influence (ZOI) endline/baseline survey was determined by two factors: (1) the required sample size for each survey, and (2) the geography of the endline phase one ZOI (P1-ZOI) and baseline phase two ZOI (P2-ZOI), and in particular, the proportion of each ZOI population that overlaps. The methodology used in calculating sample sizes and presented here follows the Feed the Future Sampling Guide.¹⁸

Required Sample Size for the P2-ZOI Baseline Survey

The P2-ZOI baseline sample size calculations were done to ensure adequate power to capture change over time (five years) in the estimates of the three Feed the Future goal-level indicators for hunger, malnutrition, and poverty:

- Prevalence of moderate or severe food insecurity in the population, based on the Food Insecurity Experience Scale (FIES);
- Prevalence of stunted (HAZ < -2) children under 5 years of age; and
- Prevalence of poverty: Percent of people living on less than \$1.90/day 2011 purchasing power parity (PPP).

Because these three indicators are proportions (prevalence), the appropriate formula to calculate the required sample size is as follows:

$$n_{initial} = Deff * \left[\frac{z_{1-\alpha} \sqrt{2 \underline{P} (1-\underline{P})} + z_{1-\beta} \sqrt{P_{1,est} (1-P_{1,est}) + P_{2,est} (1-P_{2,est})}}{\delta} \right]^2 \quad (1)$$

where:

Deff is the estimated design effect of the survey.

δ represents the meaningful change (effect size) to be achieved over the time frame ($\delta \neq 0$).

$P_{1,est}$ is the estimated baseline prevalence value.

$P_{2,est}$ is the estimated ending prevalence value and is equal to $P_{1,est} - \delta$.

$$\underline{P} = \frac{P_{1,est} + P_{2,est}}{2}$$

$z_{1-\alpha}$ is the value from the Normal Probability Distribution corresponding to a confidence level $1 - \alpha$. Assuming $(1 - \alpha) = 0.95$, then $z_{0.95} = 1.64$.

$z_{1-\beta}$ is the value from the Normal Probability Distribution corresponding to a power level of $1 - \beta$.

Assuming $(1 - \beta) = 0.80$, then $z_{0.80} = 0.84$.

The parameters and assumptions used to calculate the initial sample size for each of the three indicators for the P2-ZOI baseline survey are presented in Table A2-1.

Table A2-1: Parameters Used in the Calculation of the Initial Sample Size for the P2-ZOI Baseline Survey

Indicator	Estimated baseline	Expected change	Estimated endline prevalence	Significance level (1- α)	Design effect (<i>Deff</i>)	Initial sample size
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¹⁸ Stukel, D.M. 2018. *Sampling Guide for Population-Based Surveys in Support of Feed the Future Zone of Influence Indicators*. Washington, DC: Food and Nutrition Technical Assistance Project, FHI 360, available at <https://agrilinks.org/post/feed-future-zoi-survey-methods>.

	prevalence ($P_{1,est}$)	(δ)	($P_{2,est}$)	/ power (1- β)		($n_{initial}$)
Poverty	.44	.061	.37	95% / 80%	5	3066
Stunting	.19	.036	.15	95% / 80%	2	2767
FIES	.27	.06	.21	95% / 80%	5	1251

The baseline prevalence values were obtained from FTF interim surveys. The expected meaningful changes were estimated based on the following data and assumptions: [the Average Annual Rate of Change in Feed the Future P1 ZOI Focus Countries]. A 95 percent confidence level and 80 percent power level were used across the board. Design effects of five for poverty and hunger, and two for stunting are used. These are based on the average design effects in the Feed the Future phase one ZOI surveys for the poverty indicator, the Gallup World Poll for the FIES-based hunger indicator, and common practice for the stunting indicator.

The initial sample sizes were further inflated to ensure that data will be collected from enough households and individuals to reach power requirements, taking into account households without children under five years of age and households that will decline to be interviewed (non-response), as shown in Table A2-2. The anticipated non-response rate used here to adjust the sample size mirrors the non-response obtained in the following [survey(s); or other sources].

The final sample size, denoted by n_{final} , is the initial sample size ($n_{initial}$) multiplied by the two adjustments, as follows:

$$n_{final} = n_{initial} * adj_1 * adj_2$$

Table A2-2: Adjustments from the Initial Sample Size to the Final Sample Size for the P2-ZOI Baseline Survey

Indicator	Initial sample size ($n_{initial}$)	Average number of children under 5 per household*	Adj1	Anticipated non-response rate	Adj2	Final sample size (n_{final})
Poverty	3066			5		3196
Stunting	2767	.67		5		5531
FIES	1251			5		1967

*This is calculated by multiplying the proportion of the population that is under 5 by the average household size.

The final sample size for the stunting indicator is the largest and hence retained as the overall P2-ZOI baseline survey sample size.

Required Sample Size for the P1-ZOI Endline Survey

The sample size for the endline P1-ZOI Survey is the same as for the baseline survey conducted in 2013 and is equal to 2,625 households spread in 105 clusters in HR1 and SA2 and 1,760 households across 140 standard enumeration areas in Northern Kenya. As documented in the 2013 baseline reports for HR1 and SA2 and Northern Kenya¹⁹, the sample size was calculated as the largest sample size required to capture change over five years in prevalence of poverty at \$1.25 (2005 PPP), prevalence of underweight

¹⁹

among children under 5, and prevalence of stunting among children under 5 (the same sample size is required at baseline and endline). The parameters used to calculate the required sample size for the 2013 phase one baseline survey are reproduced in Table A2-3 below. The initial sample sizes were further adjusted to account for households without children under 5 (for stunting and underweight) and for expected non-response, as shown in Table A2-4.

Table A2-3: Parameters Used in the Calculation of the Initial Sample Size for the 2013 Baseline P1-ZOI Survey

Indicator	Estimated baseline prevalence ($P_{1,est}$)	Expected change (δ)	Estimated endline prevalence ($P_{2,est}$)	Significance level (1- α) / power (1- β)	Design effect (Def)	Initial sample size ($n_{initial}$)
Poverty						
HR1 and SA2	44.7			95/80		2365
Northern	55.10			95/80		2140
Stunting						
HR1 and SA2	35.1			95/80		1560
Northern	29.44			95/80		2140
Underweight						
HR1 and SA2	13.87			95/80		1864
Northern	19.69			95/80		2140

Table A2-4: Adjustments from the Initial Sample Size to the Final Sample Size for the 2013 Baseline P1-ZOI Survey

Indicator	Initial sample size ($n_{initial}$)	Average number of children under 5 per household*	$Adj1$	Anticipated non-response rate	$Adj2$	Final sample size (n_{final})
Poverty						
HR1 and SA2	2365		2365	9.98		2601
Northern	2140			1.82		1728
Stunting						
HR1 and SA2	1560		2147	1.96		2189
Northern	2140			20.98		1205
Underweight						
HR1 and SA2	1864		2565	1.98		2615
Northern	2140			20.98		1205

*This is calculated by multiplying the proportion of the population that is under 5 by the average household size.

Calculating the Total Sample Size Combining the Requirements of Endline P1-ZOI and Baseline P2-ZOI Survey

The sample size for the dual-purpose endline/baseline 2018 ZOI Survey needs to “combine” the required sample size for the P1-ZOI (endline under phase one) and P2-ZOI (baseline under phase two). Because the two ZOI do overlap, a decision had to be made with respect to the sample size in the overlap area. It was determined that the largest sample requirement in the overlap area between the two samples should prevail. To calculate the sample requirement in the we determined what the total population of households in these populations living in their respective non-overlap was then divided between non-overlap and overlap area size (PPS), as illustrated in Figure A2-1.

Figure A2-1: Allocation of Sample Requirements using

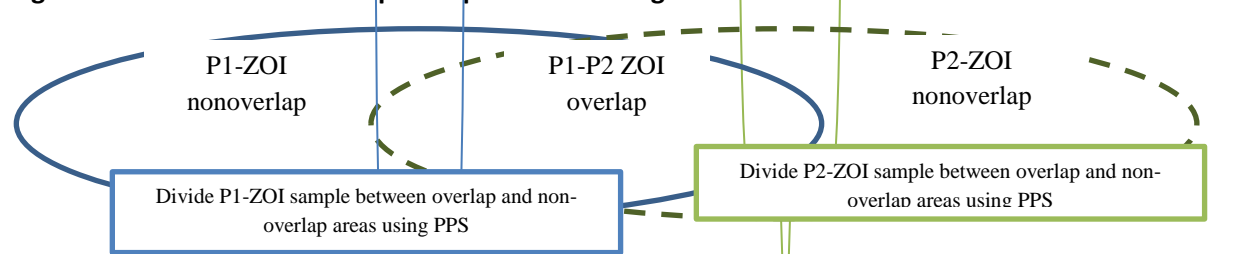


Table A2-5 presents the population figures in terms of sample requirements between non-overlap and overlap areas in each of the two ZOI. **Table A2-5: Parameters Used in Calculating the Sample and Non-Overlap Areas of the P1-ZOI and P2-ZOI**

number of individuals and areas in each of the two ZOI. **Requirements in the Overlap**

ZOI	Total population (P)	Population in the non-overlap area (p_{n-o})	Population in the overlap area (p_o)	Sample requirement—non-overlap area ($n_{n-o} = n * \left[\frac{p_{n-o}}{P}\right]$)	Sample requirement—overlap area ($n_{n-o} = n * \left[\frac{p_o}{P}\right]$)
P1-ZOI	24,632,000	9,212,000	15,420,000	1622	2763
P2-ZOI	15,420,000	0	15,420,000	500	5531

Because P2-ZOI has the largest sample size requirement in the overlap area, this is what is retained in calculating the final sample size for the dual purpose survey. The final sample size for the endline/baseline ZOI Survey is then the P1-ZOI non-overlap sample size, plus the P2-ZOI non-overlap sample size, plus the P1-P2 ZOI overlap sample size, and is equal to 6031 households.

Stratification of the Sample Frame and Allocation of the Sample

To implement the sampling strategy, the overall sample frame, which includes P1-ZOI and P2-ZOI, needs to be stratified. In the first level of stratification, the sample frame is divided between the respective areas of P1-ZOI and P2-ZOI that do not overlap and the overlap area. This stratification is presented in Table A2-6.

Table A2-6: First Level of Stratification of the Overall Sample Frame Where P1-ZOI and P2-ZOI Overlap

Strata	Population	Number of households in P1-ZOI sample	Number of households in P2-ZOI sample	Number of households in overall sample
P1-ZOI non-overlap	9,212,000	1622	500	
Overlap	15,420,000	2625	5531	5531
P2-ZOI non-overlap			0	
TOTAL		4385	6031	

Further stratification was done in order to improve the precision of the estimates. The sample frame in each of the three strata defined in Table A2-6 was stratified into 2, and the sample for each stratum was then allocated equally in each sub-strata. The total number of strata is 5.

The sample in each sub-stratum has been divided by the number of households to be interviewed per enumeration area (EA) to compute the number of EAs to be visited per sub-stratum. The number of households to be interviewed per EA is 25. Each sub-stratum contains at least two EAs to ensure a minimum level of statistical representativeness. This second level stratification is summarized in Table A2-7.

Table A2-7: Second Level of Stratification of the Overall Sample Frame

Strata	Sub-strata	Population in each sub-stratum	Percentage of stratum population in each sub-stratum	Number of households allocated to each sub-stratum	Number of EAs
P1-ZOI non-overlap		9,212,000		500	20
Overlap	HR1/SA2	12,973,000	.5	2766	110
Overlap	NAL	2447000	.5	2766	110
P2-ZOI non-overlap				0	
TOTAL					

[END OF ANNEX 2]

Annex 3 – Calculation of Response Rates and Weights

Design weights will be calculated based on the separate sampling probabilities for each sampling stage and for each cluster. We have:

$$P_{1hi} = \text{first-stage sampling probability of the } i\text{-th cluster in stratum } h$$
$$P_{2hi} = \text{second-stage sampling probability within the } i\text{-th cluster (household selection)}$$

The first-stage probability of selecting cluster i in the sample is:

$$P_{1hi} = \frac{m_h \times N_{hi}}{N_h}$$

The second-stage probability of selecting household in cluster i is:

$$P_{2hi} = \frac{n_{hi}}{L_{hi}}$$

Where:

$$m_h = \text{number of sample clusters selected in stratum } h$$
$$N_{hi} = \text{total population in the frame for the } i\text{-th sample cluster in stratum } h$$
$$N_h = \text{total population in the frame in stratum } h$$
$$n_{hi} = \text{number of sample households selected for the } i\text{-th sample cluster in stratum } h$$
$$L_{hi} = \text{number of households listed in the household listing for the } i\text{-th sample cluster in stratum } h$$

The overall selection probability of each household in cluster i of stratum h is the product of the selection probabilities of the two stages, and the design weight for each household in cluster i of stratum h is the inverse of its overall selection probability.

The sampling weight will be calculated with the design weight corrected for non-response for each of the selected clusters. Response rates will be calculated at the cluster level as ratios of the number of interviewed units over the number of eligible units, where units could be household or individual (e.g., woman, child). The household sampling weight will be calculated by dividing the household design weight by the household response rate. The individual sampling weight will be calculated by dividing the household sampling weight by the individual response rate.

[END OF ANNEX 3]

Annex 4 – List of Counties Comprising the Kenya Feed the Future Phase One and Phase Two Zones of Influence

	County	
	P1 ZOI	P2 ZOI
	High Rainfall 1 (HR1)	High Rainfall 1 (HR1)
1	Bomet County	
2	Bungoma County	Bungoma County
3	Busia County	Busia County
4	Elgeyo/Marakwet County	
5	Homa Bay County	Homa Bay County
6	Kakamega County	Kakamega County
7	Kericho County	
8	Kisii County	Kisii County
9	Kisumu County	Kisumu County
10	Migori County	Migori County
11	Nandi County	
12	Nyamira County	
13	Siaya County	Siaya County
14	Trans Nzoia County	
15	Uasin Gishu County	
16	Vihiga County	Vihiga County
	Semi Arid 2 (SA2)	Semi Arid 2 (SA2)
1	Kitui County	Kitui County
2	Machakos County	
3	Makueni County	Makueni County
4	Meru County	
5	Taita Taveta County	Taita Taveta County
6	Tharaka Nithi County	
	Northern Kenya	
1	Garissa County	Garissa County
2	Isiolo County	Isiolo County
3	Marsabit County	Marsabit County
4	Turkana County	Turkana County
5	Wajir County	Wajir County

[END OF ANNEX 4]