



USAID
FROM THE AMERICAN PEOPLE

WEST BANK/GAZA

Solicitation Number: 72029422R00001
Issue Date: March 28, 2022
Proposals Due: May 3, 2022 – 16:00 Tel Aviv Time

Subject: Request for Proposal (RFP) for the Building Regional Economic Bridges (BREB) Activity

Dear Potential Offerors:

The United States Agency for International Development (USAID), through its Mission in the West Bank & Gaza (WBG) invites interested and qualified organizations to submit proposals in accordance with the requirements of this RFP. The selected Offeror will be required to provide technical assistance services to implement the Building Regional Economic Bridges (BREB) Activity, as detailed in Section C of this RFP.

This procurement will be conducted utilizing competitive proposal procedures pursuant to Part 15 of the FAR. The North American Industry Classification System (NAICS) code for this opportunity is 5416, Management, Scientific, and Technical Consulting Services. The authorized geographic code for procurement of goods and services under the resulting contract is 937.

USAID/WBG anticipates awarding a Cost-Plus-Fixed-Fee (CPFF) completion-type contract as a result of this solicitation. The total estimated cost of the resulting contract will range from \$85 to \$90 million for a period of five years. USAID/WBG will select the proposal that offers the best value to the U.S. Government.

Questions and comments related to this RFP must be submitted electronically to the email address WBG BREB@usaid.gov no later than April 05 2022 16:00, Tel Aviv time using the following format for the email subject line: “RFP No. 72029422R00001, BREB Activity– [Name of Organization] Questions/Comments”.

USAID will publicly post all responses as an amendment to this RFP. All amendments to this solicitation will be issued and posted on the SAM.GOV website. It is the Offeror’s responsibility to check the website periodically for official updates and amendments to the solicitation. It is the responsibility of the recipient of this RFP to ensure that it has been received from the internet in its entirety and USAID bears no responsibility for data errors resulting from transmission or conversion processes.

Offerors are encouraged to read the entire solicitation, which includes the closing date and time, all pertinent contract requirements, and the conditions and instructions required for submitting a proposal. Pursuant to Block 12 of Standard Form 33 of this RFP, USAID requires that offers remain valid through a period of 180 days.

Offerors are also instructed to pay careful attention to RFP Section K – “Representations, Certifications and Other Statements of Offerors.”

Offerors must comply with FAR 52.204-7, the System for Award Management (SAM), by registering and completing the annual representations and certifications electronically at <https://www.sam.gov/portal/public/SAM/>. No award may be made to an Offeror who is not registered and active in SAM.

Proposals must be submitted in accordance with the instructions listed in Section L of this RFP. Proposals received after the closing date and time will be processed as late and handled in accordance with FAR 15.208. Only electronic submissions will be accepted.

Issuance of this RFP does not in any way obligate USAID to award a contract, nor does it commit USAID to pay any costs incurred in the preparation and submission of a proposal. Furthermore, USAID reserves the right to reject any and all proposals, if such action is considered to be in the best interest of the U.S. Government.

Thank you for your interest in USAID/WBG programs.

Sincerely,

/S/

Daniel Harter
Contracting Officer

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 132 PAGES
2. CONTRACT NUMBER TBD	3. SOLICITATION NUMBER 72029422R00001	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 3/28/2022	6. REQUISITION/PURCHASE NUMBER REQ-294-22-000022
7. ISSUED BY USAID/Office of Contract Management U.S Embassy, 71 Hayarkon St. Tel Aviv 63903		CODE	8. ADDRESS OFFER TO (if other than item 7)		

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

SOLICITATION

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

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	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-15, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-6)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
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	15. 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	
AREA CODE	NUMBER			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (if other than item 7)		25. PAYMENT WILL BE MADE BY	
26. NAME OF CONTRACTING OFFICER (Type or print)		CODE	
27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>		28. AWARD DATE	

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

List of Acronyms

AMELP - Activity Monitoring, Evaluation and Learning Plan
AWP - Annual work plans
BREB- Building Regional Economic Bridges Activity
COP - Chief of Party
COR - Contracting Officer Representative
CPARS- Contractor Performance Assessment Reporting Systems
CPFF - Cost-Plus-Fixed-Fee
DDL- Development Data Library
DFC - Development Finance Corporation
FAR - Federal Acquisition Regulation
GDP - Gross Domestic Product
GUC - Grants under Contract
IR - Intermediate Result
KaMP - Knowledge Management Portal
M&E - Monitoring and Evaluation
MEPPA - Middle East Partnership for Peace Act
MEL - Monitoring, Evaluation, and Learning
NAICS - North American Industry Classification System
NGO - Non-Governmental Organization
PMP - Performance Management Plan
RFP - Request for Proposal
SAM - System for Award Management
SBA - Small Business Administration
R&D - Research and Development
SOW - Scope of Work
USAID - United States Agency for International Development
U.S. - United States
USG - United States Government
WBG - West Bank and Gaza

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to implement the Building Regional Economic Bridges (BREB) activity to promote peace between the WBG and Israel through expanded economic, commercial, and applied research partnerships/alliances between the WBG, Israel, and the U.S.

B.2 CONTRACT TYPE AND SERVICES

This is a Cost-Plus-Fixed-Fee (CPFF) Completion contract. For consideration set forth below, the contractor must provide the deliverables or outputs described in Sections C and F in accordance with the performance standards specified in Section F. The Contractor must also comply with all other contract requirements.

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

- (a) The estimated cost for the performance of the work required under **CLIN 0001**, exclusive of fixed fee, if any, is **\$TBD**. The fixed fee, if any, is **\$TBD**. The estimated cost-plus fixed fee, if any, is **\$TBD**.
- (b) Within the estimated cost-plus fixed fee (if any) specified in paragraph (a), the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is **\$TBD**. The Contractor shall not exceed the aforesaid obligated amount.
- (c) Funds obligated hereunder are anticipated to be sufficient through **TBD**.

B.4 CONTRACT LINE ITEMS

CLIN	Supplies/Services (Description)	Total (\$)
0001	All Program Cost	TBD
	Fixed Fee	TBD
CLIN 0001 Total Estimated Cost-Plus Fixed Fee:		TBD

B.5 COST REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, FAR 52.232-20, Limitation of Cost, FAR 52.232-22, Limitation of Funds and AIDAR 752.7003, Documentation for Payment.

B.6 INDIRECT COSTS

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs must be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases.

Description	Rate	Base	Type	Period
TBD	TBD	TBD	TBD	TBD
Base of Application:	TBD			
Type of Rate:	TBD			
Period:	TBD			
Source:	TBD			

NOTE: Insert additional indirect rates as needed for the prime above.

The Contractor is allowed to recoup indirect costs (OH, G&A, etc.) as Other Direct Costs (ODC) if it is part of the contractor's usual accounting procedures, consistent with FAR Part 31 and the contractor's Negotiated Indirect Cost Rate Agreement (NICRA).

B.7 FIXED FEE CEILING AND PAYMENT

(a) Fixed Fee under this Contract is [TBD].

This fee ceiling is not applicable to Grants under Contracts (GUCs), if any, or other costs that have a separate fee ceiling established in the contract. The fixed fee ceiling applies to the prime contract and all cost reimbursement subcontracts.

(b) Payment of Fixed Fee: Pursuant to FAR 16.306(d) "Cost-Plus-Fixed-Fee Contracts", a percentage (60%) of the payment of the fixed fee under this contract is tied to the completion of the deliverables described in Section C and F.8 of this contract and in accordance with the approved Fee Schedule. The schedule may be adjusted during the administration of the contract, through modification, if deemed necessary to meet changing conditions. Any change to the value or percentage of fee listed in Section F.8 must be made by the cognizant Contracting Officer.

Upon successful completion of a deliverable/result, the Contractor must provide evidence, or "means of verification", of its achievement to the Contracting Officer's Representative (COR) and the Contracting Officer (CO). Upon COR receipt and written acceptance of a deliverable, the Contractor must submit an invoice for the amount of the associated fee including evidence of completion of the deliverables for which fee is claimed.

Payment of the remaining (40%) of fixed fee, subject to the terms stated in FAR 52.216-8, may be made upon receipt of a proper invoice. Subject to FAR 52.216-8, Fixed Fee, payment of fixed fee shall be allocated based upon the proportion of the invoiced amount in the period covered by the invoice to the total estimated cost of the periods of the contract not including fixed fee.

In the event of discontinuance of the work in accordance with the clause of the contract entitled "Termination (Cost Reimbursement)" (FAR 52.249-6), the fee must be re-determined by mutual agreement equitably to reflect the reduction in the work actually performed. The amount by which such fee is less than, or exceeds, payments previously made on account of the fee must be paid to, or repaid by the Contractor, as applicable.

(C) Separate Fixed Fee Ceiling Applicable To Grants Under Contracts (GUCs)

If a Letter of Credit has been issued to the Contractor for GUC expenditures only, in no event may the amount of fixed fee (if any) applicable exceed _____percent (*Offeror proposes ceiling percentage*) of the GUC cost.

END OF SECTION B

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 TITLE

Building Regional Economic Bridges (BREB) Activity

C.2 OVERVIEW

The United States Agency for International Development/ West Bank and Gaza (USAID/ WBG) intends to award a 60-month activity that aims to promote peace between the West Bank and Gaza (WBG) and Israel through expanded economic and research partnerships/alliances with the WBG, Israel, and the U.S. The activity will also support expanded trade opportunities for Palestinians across the Middle East and North Africa region.

C.3 BACKGROUND

C.3.a. Nita M. Lowey Middle East Partnership for Peace Act (MEPPA)

In 2020, through MEPPA, Congress authorized \$250 million of funding over five years for its implementation. The Legislation sets forth two tracks: (1) the People-to-People Partnership for Peace Fund, implemented by USAID, which will provide funding to qualified organizations that help build the foundation for peaceful co-existence between Israelis and Palestinians for a sustainable two-state solution; and (2) the Joint Investment for Peace Initiative, implemented by the U.S. International Development Finance Corporation (DFC), which will provide investments in, and support to, entities that contribute to the development of the Palestinian private sector economy in the WBG.

Substantial empirical evidence supports the proposition that increasing cross border economic flows, measured in both trade and capital movement, decreases the probability of conflict. Joint economic activity increases the cost of conflict for both sides. While there is currently a large amount of trade, the WBG are not receiving significant capital flows or participating in meaningful knowledge exchange with Israel.

Partnerships/alliances based around commercial relationships and applied research have the potential to stabilize the region and provide the foundations for peaceful co-existence. These partnerships should promote greater understanding, mutual trust and interest, economic benefits, and cooperation between communities. Aligning economic incentives will create sustainable partnerships and bonds between Israelis and Palestinians. Economic development supports stabilization by empowering entrepreneurs, growing the middle class, and mitigating unemployment.

C.3.b Socio-Economic Background

The Palestinian economy in the WBG is small and fragmented. Since the signing of the Oslo Accord in 1993, the economy of the WBG struggled through more than two decades of war, conflict, and failed peacemaking attempts.

Throughout that time, the economy of the WBG, which continue to be heavily influenced by Israeli security controls and restrictions, moved erratically from periods of rapid expansion and rising employment to periods of slow growth, rising joblessness, and high inflation, with average GDP growth since 1994 offset by an equivalent growth in population. Consequently, Gaza is poorer today than it was in 1994. According to the Palestinian Central Bureau of Statistics (PCBS), the unemployment rate reached 27.3 percent in the WBG in quarter 3 of 2021. Youth unemployment stands at over 40 percent and the rate of unemployment for Palestinian youth with tertiary education is over 63 percent. Private sector growth is limited by extremely low levels of private investment, primarily stemming from numerous constraints on movement, access, and trade, both within the WBG and internationally. To achieve larger political and development goals, strong and consistent economic growth needs to occur in the WBG. Private sector investment and entrepreneurship are critical elements of this growth.

C.3.c. Linkages to Mission Strategy and U.S. Government (USG)

A competitive Palestinian private sector is essential to the USG objective of reaching a peaceful resolution to the conflict between Israelis and Palestinians. USAID's efforts to develop the economy of the WBG demonstrate the commitment of the USG to providing assistance that helps to improve the lives of Palestinians and contributes to building a more democratic, economically viable, stable, and secure region.

BREB falls under Development Objective (DO) 2 ("Economic Growth and Infrastructure") of the USAID/WBG Results Framework and contributes directly to Intermediate Results (IR) 2.2 ("Increased competitiveness of targeted sectors") and IR 2.3 ("Improved business and investment enabling environment") of the Mission's Economic Growth Project (EGP). To the extent that BREB interventions facilitate reforms that reduce barriers to trade, movement, and access, the activity also reinforces IR 2.1 ("Reduced barriers to trade and improved movement and access for people and goods").

In addition, the activity will reinforce IR 1.3 "Increased constituency for peace among Israelis and Palestinians" under DO1 "Improved Governance and Civic Engagement" and IR 3.1 "Improved student outcomes" under DO3 "Empowered Next Generation of Palestinians".

BREB will also support the USAID's Private Sector Engagement Policy by seeking market-based solutions for great sustainability, mobilizing private capital, and increasing collaboration of private sector partners.

C.3.d. Coordination with other USAID, USG, and Donors Activities

Donors active in economic development in the WBG include the European Union, the World Bank, the United Kingdom, Canada, France, and Germany. BREB will build on regular donor discussions relating to Small and Medium Enterprises (SME), and the Mission will coordinate activities with other donors and stakeholders to avoid duplication and encourage strategic investments. The Mission will also coordinate with the USAID/Jordan and other USAID Missions in the Middle East and North Africa region to leverage activities and enhance trade between countries in the region.

Extensive coordination should take place between BREB and DFC. In addition, BREB will work closely with international financial institutions, such as the European Bank for Reconstruction and Development (EBRD) and the International Finance Corporation (IFC), to secure financing for some of the assisted firms that DFC cannot support. The Department of Commerce's Foreign Commercial Service, the State Department, and the Middle East Regional Cooperation (MERC) will be other key partners within the USG. Coordination is also expected to take place with the USAID/WBG's Small and Medium Assistance for recovery and Transition (SMART) program and other MEPPA activities. BREB will also work with USAID/WBG staff to identify and target youth and entrepreneurs.

C.4 STATEMENT OF WORK

The goal of BREB is to promote peace between the WBG and Israel through expanded economic, commercial, and applied research partnerships/alliances between the WBG, Israel, and the U.S.

Theory of Change:

If USAID fosters greater economic collaboration between Israelis and Palestinians, enhancing their respective economic development and regional and global economic integration, **then** this will stimulate economic growth in the WBG and create additional cross-border linkages, resulting in a more conducive environment for peace between Israelis and Palestinians.

Objectives/Components:

BREB will have three main objectives/components as follows:

Objective/Component 1: Facilitate Cooperative Exchange and Knowledge Sharing

Objective/Component 2: Foster New Markets

Objective/Component 3: Enhance the Capacity of Targeted Entities

At a minimum, BREB will achieve the following main outcomes/results:

- Economic relationships at the regional level are strengthened through a \$350 million increase in exports by BREB assisted firms over five years.
- Enhance cooperative technological exchanges, and knowledge sharing between the WBG, Israel, other regional economies, and/or the U.S., defined by 75 partnerships/alliances.
- Create new market connections between Israeli and Palestinian companies, with at least 75 Palestinian businesses exporting into new markets.
- Develop a \$50 million pipeline of projects that meet the requirements for DFC's potential investment in the WBG.

Description of Objectives/Components:

The BREB activity will promote joint initiatives that expand regional economic activity and cooperation. Potential joint initiatives could involve firms, research institutes, trade organizations, non-profit organizations, and individuals.

The purpose of these initiatives will be to deepen economic linkages, building the foundations of peace. Activity interventions will be market driven and cost-shared with local counterparts.

BREB's Expected Results

- Strengthened regional economic relationships through a \$350 million increase in exports by BREB assisted firms over five years; and
- Enhance commercial technological exchanges, and knowledge sharing between the WBG, Israel, other regional companies, and/or the U.S., defined by 75 partnerships/alliances.
- Five new national level markets opened to businesses.¹
- Five research partnerships/alliances established among Palestinian and Israeli and/or U.S. institutions: and
- Business associations develop or improve 10 services to support cross-border exchanges.
- 1,500 Palestinian graduates receive internships with at least 10 Israeli or other international firms; and
- Firms and universities establish 25 recurring exchange programs.
- 50 businesses or joint ventures export to new national level markets over a prolonged period of time.
- Report on barriers to regional partnerships/alliances and present USAID with an action plan of mitigating those barriers; and
- 25 Palestinian firms increase profitability and regional and global linkages.
- Develop a \$50 million pipeline of projects that meet the technical requirements for DFC's potential investment in the WBG;
- Assist a minimum of 50 firms to meet the technical requirements for DFC or other finance institution support; and
- Assist a minimum of 10 firms with aftercare services after reaching financial close with DFC or other finance institution support.

BREB's Objectives/Components are described as follows:

Objective/Component 1: Facilitate Cooperative Exchange and Knowledge Sharing

Sub-Objective/Component 1.1: Support Technology Transfer from Israel and United States to West Bank and Gaza

Israel's position as a technology leader in multiple sectors means it is well placed to build lasting and mutually beneficial partnerships/alliances with Palestinian companies. Israel was previously the beneficiary of such technological exchange with the U.S. BREB would utilize and expand on this model throughout implementation.

Under this component of work, the Contractor must promote domestic and foreign investment in Palestinian firms and take advantage of Israeli's innovation and technology in productive sectors, including, but not limited to, ICT, agriculture, manufacturing, water, energy, green technologies, and technologies and services for circular economy processes. Palestinian firms will benefit from transfer technologies and expertise, resulting in increased efficiency and productivity. These

¹ For the purpose of this document, the term "businesses" refers to Palestinian firms, or joint Israeli/U.S. and Palestinian ventures.

advancements will, in turn, drive increased profitability and employment.

Israeli firms will not only benefit financially from this technological exchange, but such partnerships can open new regional trade opportunities for both Israelis and Palestinians. U.S. firms have a similar ability to transfer technology and know-how to Palestinian firms. Firms will be selected based on their potential for growth and ability to enter new markets. The Contractor must initially leverage the U.S. transfer of innovations and technologies directly to Palestinian firms, in order to place them on a more equal level with Israeli firms. This will bring competition and interest from Israeli firms to collaborate with Palestinian companies.

The Contractor must support technology transfer, either through direct technology purchases, joint ventures, licensing agreements, or other methods. The Contractor must provide technology transfers that have positive environmental impacts which could include efficient water use, reduced energy consumption and green energy.

The Contractor must maximize efforts to facilitate greater private capital investments into the WBG, in addition to DFC and other commercial financing. This will stimulate autonomous and productive growth. Pairing grant funding with private capital inflows can ensure funding from BREB acts as catalytic capital to attract private funding. BREB funding can serve to mitigate the risks associated with private investment opportunities, creating a multiplier effect and increasing overall investments to Palestinian firms.

~~The Contractor must utilize a Grants Under Contract (GUC) mechanism to help fund activities under this sub-component.~~

Activities:

- Finance licensing and cross-licensing agreements between Palestinian, Israel and/or US companies.
- Finance the purchasing of existing technology from Israeli and/or U.S. companies; and
- Promote the adoption of Research and Development (R&D) agreements among Palestinian and Israel and/or U.S. companies.
- [TBD - See Section L]

Expected Results

- ~~Strengthened regional economic relationships through a \$350 million increase in exports by BREB assisted firms over five years; and~~
- ~~Enhance commercial technological exchanges, and knowledge sharing between the WBG, Israel, other regional companies, and/or the U.S., defined by 75 partnerships/alliances.~~

Sub-Objective/Component 1.2: Partnerships on Research and Development and Business Associations

Research institutions play an important role in scientific and technological development. These same institutions play a role in disseminating this research to a wider audience and development of commercial applications. Bringing together Israeli, Palestinian, U.S., and/or regional research institutions can help identify research opportunities. They can develop solutions tailored to the specific country context and explore opportunities to increase women's participation in the economy.

Business associations play an important role in supporting cross border trade and cooperation. These associations advocate for policy and regulatory change. They also serve as training and service providers that can enable cross border trade and cooperation.

The Contractor must support, through partner identification, technical expertise, training, and financing, enhanced collaboration of businesses associations and joint Israeli, Palestinian, and/or regional business associations, with a focus on youth and women's business networks and associations. These associations will support and advocate for ease of movement between Israel and the WBG.

The Contractor must support, through partner identification, technical expertise, training, and financing, enhanced collaboration of research institutions at all levels for work. ~~The Contractor must utilize a GUC mechanism to help fund scholarships and partnerships/alliances under this sub-component.~~

Activities:

- Establish research partnerships/alliances on applied research and experimental development among Palestinian and Israeli and/or U.S. institutions; and
- Develop and/or expand student and faculty exchange programs.
- [TBD - See Section L]

Expected Results

- ~~Five research partnerships/alliances established among Palestinian and Israeli and/or U.S. institutions; and~~
- ~~Business associations develop or improve 10 services to support cross border exchanges.~~

Sub-Objective/Component 1.3: Strengthen Internship and Professional Development/Mentorship Programs

Developing professional connections between the Palestinian businesspersons and entrepreneurs and their Israeli and/or U.S. counterparts can foster long-term business relationships. These relationships can be especially impactful when geared toward Palestinian youth. They provide the youth with valuable skills and connections, while also expanding the pool of educated labor for Israeli and U.S. companies.

The Contractor must develop an internship program with established companies in Israel and the U.S., that allow Palestinians to benefit from on-the-job training. These experiences allow individuals to develop practical skills and build an employment history. In addition, it will allow Palestinians to establish connections with individuals and companies in their field. Israeli and U.S. firms will also benefit from valuable new talent. These internships will allow employees of the firms to see how Palestinians can be brought into their company and create value.

The Contractor must develop a professional development and mentorship plan that establishes a program through which Palestinian entrepreneurs can learn from established entrepreneurs in Israel and the US. Established entrepreneurs will share their knowledge, skills, and experience, rather than having others learn through a process of trial and error. They will benefit from exposure

to new viewpoints and perspectives.

The Contractor must ensure that the professional development and mentorship intervention is implemented based on practical needs of the Palestinian private sector, and design it in such a way to prevent increased brain drain from the Palestinian workforce.

The Contractor must support people-to-people economic exchanges (e.g., academic exchanges, research collaboration, mentorship programs) to enhance mutual understanding and cooperation. The Contractor must, where appropriate, strengthen existing programs and develop new activities that will facilitate these interactions, with a focus on inclusion and integrating women, youth, and persons with disabilities.

Activities:

- Support and development exchanges between Israeli and/or U.S. companies and Palestinian Universities, emphasizing the participation of youth, women-led, and marginalized companies or employees; and
- Support and develop internship programs for current and recent Palestinian University students and graduates
- [TBD - See Section L]

Expected Results

- ~~1,500 Palestinian graduates receive internships with at least 10 Israeli or other international firms; and~~
- ~~Firms and universities establish 25 recurring exchange programs.~~

Objective/Component 2: Foster New Markets

Israeli and Palestinian companies have the potential to jointly enter new global markets that might not be available to them individually. Palestinians have unique business connections to markets that are legally accessible to Israeli companies, but still with limited Israeli trade. Israel has the infrastructure to get goods to market. Working together to enter new markets will provide benefits for both sides.

Sub-Objective/Component 2.1 Increase Access to Regional and International Markets

The Contractor must support new market connections between Israeli and Palestinian companies, regionally and internationally. These market connections will build trust between buyers and sellers in the region through information sharing and joint events.

The Contractor must identify new markets, regionally and internationally. The Contractor must support Palestinian businesses, including youth, women-led and marginalized businesses, to market their products to these markets. ~~The Contractor may utilize a GUC mechanism to support this sub-component.~~

Activities:

- Conduct export market studies and action plans which are periodically updated; and
- Support product displays, showrooms, trade fairs, and many other virtual platforms.

- [TBD - See Section L]

Expected Results

- ~~Five new markets opened to businesses.⁴~~

Sub-Objective/Component 2.2 Export Support Services

Exporting presents businesses with a host of new challenges. These include compiling customs and border requirements, managing logistics, meeting quality standards, dealing with local legal requirements, and many more. Even with a market and buyer identified, experienced firms can have trouble exporting their product.

The Contractor must develop and implement a program to train businesses and equip them with the skills to export to new markets. Within six months of contract award, the Contractor must develop and submit to USAID an Export Services Support Plan for this program.

⁴ ~~For the purpose of this document, the term “businesses” refers to Palestinian firms, or joint Israeli/U.S. and Palestinian ventures.~~

The program must include supporting first time exports, as well as expanding and continuing to support firms that have exported previously. ~~The Contractor may utilize a GUC mechanism to support this sub-component.~~

Activities:

- Strengthen exports to service providers by establishing additional services, including insurance and logistics; and
- Expand and augment existing export toolkits to support new products and markets.
- [TBD - See Section L]

Expected Results

- ~~50 businesses or joint ventures export to a new market over a prolonged period of time.~~

Objective/Component 3: Support Capacity Development of Entities to Enable Cooperative Exchanges

Businesses, organizations, and other entities that could engage in peace building through cooperative activities lack the capacity to take full advantage of exchange opportunities. This lack of capacity could be a result of a number of different factors, including financial, market access, product development among others. Component 3 provides a set of interventions focused on developing the capacity of these entities.

Sub-Objective/Component 3.1: Firm level assistance to achieve sustainability partnership

Establishing and maintaining partnerships/alliances with Israeli or U.S. companies requires a high level of technical sophistication. There are several Palestinian and Israeli firms that, with some additional support, could achieve that level of technical capability.

The Contractor must analyze barriers to cooperative exchanges and provide direct firm-level

assistance to companies to build their internal capacity. Every six months, the Contractor must report to USAID on these barriers with a Sustainable Partnership Action Plan in order to facilitate regional partnerships/alliances.

Activities:

- Diagnostic on firm-level barriers for Palestinian and Israeli businesses to form partnerships/alliances; and
- Capacity development to improve Palestinian competitiveness within regional and global markets.
- [TBD - See Section L]

Expected Results

- ~~Report on barriers to regional partnerships/alliances and present USAID with an action plan of mitigating those barriers; and~~
- ~~25 Palestinian firms increase profitability and regional and global linkages.~~

Sub-Objective/Component 3.2: Develop a pipeline of bankable projects to support the DFC

The Joint Investment for Peace Initiative part of MEPPA envisions DFC support to Palestinian and Israeli ventures. The Joint Investment for Peace Initiative aims to attract private investment that promotes Palestinian economic development, increases economic cooperation between Palestinians and Israelis, as well as between Palestinians and American businesses, and contributes to the greater integration of the Palestinian economy into the international, rules-based business system.

Within three months of the award, the Contractor must develop a Firm Identification Action Plan for identifying potential Palestinian firms and provide technical assistance to those firms during their application process. For sustainable impact, the Contractor must also provide aftercare services for businesses that receive financing from DFC or other sources.

Activities:

- Identify companies that can benefit from the Joint Investment for Peace Initiative;
- Provide technical assistance to support companies' applications; and
- Identify alternative or additional financing sources for Palestinian businesses, either other donors or financial institutions.
- [TBD - See Section L]

Expected Results

- ~~Develop a \$50 million pipeline of projects that meet the technical requirements for DFC's potential investment in the WBG;~~
- ~~Assist a minimum of 50 firms to meet the technical requirements for DFC or other finance institution support; and~~
- ~~Assist a minimum of 10 firms with aftercare services after reaching financial close with DFC or other finance institution support.~~

C.5 GUIDING PRINCIPLES

The guiding principles listed below must be integrated as part of the learning agenda and the Activity Monitoring, Evaluation, and Learning Plan (AMELP), and is expected to be tracked through performance and context data as well as other information such as narrative or geospatial formats.

A. Stakeholder involvement and capacity building

The Contractor must coordinate with all stakeholders to optimize planning and implementation of BREB activities. Project activities will be identified through consultations with relevant stakeholders, including representatives of USAID/WBG Mission. Upon awarding this contract, USAID may choose to set up an advisory board to provide strategic advice on BREB activities.

B. Adaptive Management

Given the long and complex history of Palestinian-Israeli relations and the speed with which conditions can change, adaptive management and flexibility are keys to the success of this activity. The Contractor must complete a Political Economy Analysis within the first 30 60 days of the award. The PEA must be used to inform the implementation approach. The USAID/WBG Mission will monitor and manage this contract closely, including through joint work planning with other activities, portfolio reviews, evaluations, and other monitoring measures. Findings and lessons-learned from the continued monitoring of the award would inform the development and adjustment of work plans and implementation approaches to ensure the achievement of results. Every six months after the first year, the Contractor must conduct pause and reflect sessions with USAID and others to inform these adjustments.

C. Gender Equality and Female Empowerment

Gender equality and women's empowerment are fundamental human rights elements and are key to achieving effective and sustainable development outcomes. Women's economic equality exists when all women and girls have the same opportunities as men and boys for education, economic participation, decision-making, and freedom from violence. In trade, this requires collectively addressing barriers to commercial activity and labor market participation, such as cultural norms; lack of trade-related capacity; infrastructure and technology challenges; unequal access to distribution networks; and trade information. According to USAID's Gender Equality and Female Empowerment Policy, USAID Trade Policy and USAID's Private-Sector Engagement Policy, trade cross border activities should address challenges unique to women by ensuring a solid gender analysis to identify the gaps that USAID's assistance can reduce in all forms of cross border trade work. The Contractor's performance will be evaluated on their ability to integrate women and gender equality standards in the different activities.

The Contractor must propose women economic empowerment opportunities and engagement approaches in all activity results while reflecting specific targets and impacts in proposals to address women economic empowerment and gender equality challenges and barriers.

D. Youth

According to the Palestinian Central Bureau of Statistics (PCBS), West Bank and Gaza's youth (ages 15-19) unemployment rate was 43.2 percent in quarter 3 of 2021. With informal employment generally the norm for virtually every young employed person in the WBG and with only 5.1

percent of them being employed in the formal economy, jobs for youth are a critical development challenge². As such, the Contractor must integrate youth considerations in day-to-day operations. The Contractor must engage youth whenever practicable in economic activities that will help to facilitate their entry into the labor market including provision of life and work skills, career guidance and entrepreneurship support, internships, mentorships and help youth access finance for joint new startups. The Contractor must collaborate with the private sector and key stakeholders to help address increased employment for youth and inform youth about options for obtaining skills and jobs, particularly those offered by this activity's client firms.

² ILO publication, "Labor Market Transitions of Young Women and Men in the Occupied Palestinian Territory." Work4Youth Publication Series No. 20 (September 2014) and Work4Youth Publication Series No. 44 (July 2016).

The Contractor must develop a youth strategy (based on USAID's Positive Youth Development framework) that incorporates practical ways in the WBG to increase employment among youth, with a specific focus on graduating university students and technical and vocational education and training institution graduates.

E. Sustainability

Sustainability is integral to this activity. Approaches to implementation must be sought to ensure the sustainability and self-reliance of Palestinian enterprises after the activity ends. Firms are defined as sustainable if their expansions are derived from normal market processes and not transfers from government or non-profit actors.

The Contractor must take a multifaceted approach to sustainability by working at every turn to build lasting relationships, supporting sustainable organizations, identifying champions from the early stages of implementation, and building the capacity of local stakeholders to take on more responsibility for implementation of activities as time passes. All BREB activities must be focused on yielding measurable economic growth impacts, while strengthening overall capacity of local institutions. This will help bring credibility to the process and allow stakeholders to see the value in working together to promote growth.

The Contractor must integrate sustainability into its implementation plan and the learning agenda of its Monitoring, Evaluation, and Learning Plan. The Contractor must develop a well-conceived sustainability plan which describes the resources, technical and managerial capacities, and linkages that will sustain program outcomes and/or activities after the program ends.

The following four guiding principles of the USAID Economic Growth Policy must be taken into consideration while evaluating the sustainability of the BREB Activity's impact:

- Advances our approach to enterprise-driven development to improve the effectiveness of USAID's economic-growth programming and increase self-reliance in our partner countries;
- Asserts the importance of economic analysis and systems-based approaches in the design, management, and evaluation of our economic growth programs;
- Elevates the requirement for USAID's interventions to produce measurable impact with a clear exit strategy so that we do not continue to repeat the same programs in the same sectors; and
- Outlines guiding principles for greater, quantifiable impact.

F. Inclusive Development

USAID is committed to the inclusion of people who have physical and cognitive disabilities and those who advocate and offer services on behalf of people with disabilities. This commitment extends from the design and implementation of USAID programming to advocacy for and outreach to people with disabilities. USAID's policy on disability is as follows: to avoid discrimination against people with disabilities in programs that USAID funds and to stimulate an engagement of host country counterparts, governments, implementing organizations, and other donors in promoting a climate of nondiscrimination against and equal opportunity for people with disabilities.

The USAID policy on disability is to promote the inclusion of people with disabilities both within USAID programs and in host countries where USAID has programs. USAID therefore requires that the Contractor not discriminate against people with disabilities in program implementation and that it makes 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 agreement, the Contractor's actions must demonstrate a comprehensive and consistent approach to including men, women, and children with disabilities.

G. Environment

The Contractor must apply environmental due diligence on all activities in line with USAID rules and regulations. The Contractor must identify potential environmental impacts of USAID-financed activities prior to a final decision to proceed and ensure that appropriate environmental safeguards are adopted for all activities.

H. USAID's New Partnerships Initiative (NPI)

The Contractor must focus on expanding economic, commercial, and applied research partnerships/alliances between the WBG, Israel, and the U.S. Potential joint initiatives could involve firms, research institutes, trade organizations, non-profit organizations, and individuals. The Contractor should seek a locally-led, market driven, and sustainable approach. Consistent with USAID's NPI, the Contractor is highly encouraged to partner with local organizations in order to come up with such an approach.

C.6 Indicators

This section provides illustrative indicators for implementers to consider when developing their proposals.

Standard Indicators

- PS.6.2-1 Number of new groups or initiatives created through USG funding, dedicated to resolving the conflict or the drivers of the conflict;
- ES.2-1 Number of host country higher education institutions receiving capacity development support with USG assistance;
- ES.2-54 Number of USG-supported partnerships that address regional, national, and/or

local development objectives through or with higher education institutions;

- EG.5.2-1 Number of firms receiving USG-funded technical assistance for improving business performance;
- EG.5.2-2 Number of private sector firms that have improved management practices or technologies as a result of USG assistance;
- GNDR-8 Number of persons trained with USG assistance to advance outcomes consistent with gender equality or female empowerment through their roles in public or private sector institutions or organizations; and
- STIR-11 Number of innovations supported through USG assistance with demonstrated uptake by the public or private sector.

Custom Indicators

- Number of collaborative agreements established between Palestinian and Israeli and/or U.S. firms or organizations;
- Number of firms receiving financing from the DFC's Joint Investment for Peace Initiative; and
- Number of individuals participating in professional exchange programs promoting cross border trade and cooperation.

C.7 Grants Under Contract

To help address the challenges articulated in this solicitation and to engage multiple partners, including local partners new to USAID, in achieving the stated objectives, the contract must include a Grants-Under-Contract (GUC) mechanism. These grants are a tool to, among other things, directly engage organizations in the implementation of defined tasks of this Activity. **GUCs may be utilized under all sub-components included in the statement of work**

Such grants could be made to local non-government organizations (NGOs), civil society organizations (CSOs), Palestinian private sector, academic and research institutions, and think tanks. The approach could include an element of cost-sharing as well as public-private partnerships.

USAID will be significantly involved in establishing selection criteria and will approve all recipients under GUCs. The COR for BREB will provide technical guidance to the contractor on the selection of projects and is designated in the contract to approve all GUCs.

Illustrative anticipated results under the GUCs component could include:

- Increase in the transfer of technology to Palestinian businesses in productive sectors.
- Increase in availability of sustainable and affordable support services.
- Improved perceptions of women's active participation in the workplace.
- Well-positioned institutions to advocate for local interests regarding women's economic empowerment and leadership.
- Increase in availability of rigorous analysis and research, done by local researchers and utilized for informed decision-making.
- Capacity to design, lead, and/or implement certain interventions or provide specialized services.

The GUCs component ~~is will not exceed~~ \$20M of the total contract value over the Period of

Performance. See section H.8 for the GUC provision.

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 contracting officer's technical representative (COR) indicated on the cover page of this Order, 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 AND MARKING POLICY

All USAID-funded foreign assistance (including programs, projects, activities, public communications, or commodities) must be communicated, promoted, and marked as coming from the American People through USAID. Specific communications and promotion measures must be described in the "Branding Strategy" and "Branding Implementation Plan," and specific marking will be described in the "Marking Plan" for the contract. Branding and marking under this contract should follow the USAID Automated Directive System Chapter 320 Branding and Marking (ADS 320) at <https://www.usaid.gov/ads/policy/300/320>, and USAID "Graphic Standard Manual" available at <https://www.usaid.gov/branding>.

D.3 BRANDING STRATEGY

USAID's branding is determined by USAID Automated Directives System (ADS) 320.3.2.1:

- A Branding Implementation Plan (BIP) is developed by prospective contractors to describe how the program will be promoted to beneficiaries and host-country citizens. It outlines the events (press conferences, site visits, etc.) and materials (success stories, Public Service Announcements [PSAs], etc.) the contractor will organize and produce to assist USAID in delivering the message that the assistance is from the American people.
- Objective: To provide prospective contractors with areas to be addressed in the development of the Branding Implementation Plan and Marking Plan to deliver the message that the assistance is from the American people.

- Project Name: Building Regional Economic Bridges (BREB)
- Positioning: Publicity materials and communications must clearly reflect the notion that this activity is provided by the American people through USAID. No other organizations or bodies must be acknowledged publicly in connection with “Building Regional Economic Bridges”. The contractor must use full branding and the USAID tagline “From the American People” on materials and communications, which may be translated into local languages as appropriate. Co-branding and no branding will only be considered on a case-by-case basis as considered appropriate by the Contracting Officer’s Representative (COR) and Contracting Officer (CO).
- The desired level of USAID’s visibility for this project is high.
- The primary audience for all materials and documents produced includes the private sector, academia and the public in the West Bank, Gaza and Israel.
- The secondary audience for materials and documents produced includes the general public, USAID, Middle East Partnership for Peace Act Advisory Council, non-governmental organizations, international non-governmental organizations, other international donors, and research and educational institutions.

USAID’s web page contains the electronic version of the Graphic Standards Manual that is compulsory for all contractors (<https://www.usaid.gov/branding/gsm>).

D.4 APPROVAL OF COMMUNICATION STRATEGY AND BRANDING IMPLEMENTATION PLAN

The contractor’s Communication Strategy and Branding Implementation Plan and Marking Plan will be finalized and submitted for Contracting Officer approval prior to award. The contractor will follow the approved plan during implementation of this contract unless a waiver is requested and approved. Guidance applying for waivers can be found at USAID Automated Directive Supplement 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 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 E of this solicitation. See <https://www.acquisition.gov/browse/index/far> for electronic access to the full text of a FAR clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-5	Inspection of Services-Cost Reimbursement	APR 1984

E.2 INSPECTION AND ACCEPTANCE/RESPONSIBLE OFFICIAL

The COR listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

In accordance with the clauses of this contract entitled — Inspection of Services – Cost Reimbursement, (FAR 52.246-5), the Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

END OF SECTION E

SECTION F - DELIVERIES OR PERFORMANCE
DELIVERABLES AND REQUIRED REPORTING

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: <https://www.acquisition.gov/far>
 AIDAR: <https://www.usaid.gov/ads/policy/300/aidar>
 ADS 300 Series: <https://www.usaid.gov/who-we-are/agency-policy/series-300>

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER	AUG 1989
	ALTERNATE I	APR 1984
52.246-3	Inspection of Supplies—Cost-Reimbursement	MAY 2001
52.246-5	Inspection of Services—Cost-Reimbursement	APR 1984

F.2. PERIOD OF PERFORMANCE

The period of performance for this Contract is 5 years from the date of Contract signature.

F.3. PLACE OF PERFORMANCE

The Contract place of performance must be in the West Bank and Gaza.

F.4. AUTHORIZED WORK WEEK

The Contractor is authorized up to a 5-day workweek for long-term staff in the field and 6-day workweek for short-term advisors in the field with no premium pay. This Contract does not allow for work more than five (5) days per week without prior written approval by USAID's Contracting Officer Representative (COR) and no overtime is authorized under this Contract.

F.5. KEY PERSONNEL

Pursuant to the requirements specified in Section C, the Contractor must establish an in-country presence for all work performed under this Contract. That office will manage the staffing, logistics, administration, financial, and reporting tasks that this Contract will require. Management will be provided by Key Personnel, who must ensure the requirements articulated in the SOW are fully met. Project management must include cost and quality control of all tasks and assignments undertaken to achieve the objectives of this Contract. Key Personnel and/or other technical staff proposed must reflect proven experience in dealing with the activity identified by this statement of work.

A. Key Personnel:

The Key Personnel whom the Contractor must furnish for the performance of this Contract are:

1. Chief of Party (COP)
2. Deputy Chief of Party (DCOP)
3. Compliance Specialist
4. Senior Business Advisor

The Key Personnel specified in this Contract are considered to be essential to the work being performed. USAID reserves the right to adjust the level of Key Personnel during the performance of this Contract. Prior to replacing any of the specified individuals, the Contractor will immediately notify both the Contracting Officer (CO) and Contracting Officer Representative (COR) reasonably in advance and will submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of Key Personnel will be made by the Contractor without the written consent of the CO.

Key Personnel Qualifications:

- a. The above Key Personnel must be qualified professionals in their respective fields with relevant experience, background and education. Additionally, each Key Personnel must possess strong relevant technical expertise (for each particular position) and performance in similar positions under projects of similar size, nature, complexity, managing activities remotely and operating in the Middle East and North Africa.)
- b. The Key Personnel team must have complementary skill sets and technical expertise, balancing the need for overall management and technical direction. All Key Personnel must possess excellent interpersonal skills, excellent communication skills (verbal and written), outstanding management skills (including ethical management), resourcefulness, flexibility, and creative problem-solving skills. At least one Key Personnel must have demonstrated and sound understanding of development, political and business climate issues in the West Bank and Gaza, and knowledge of Palestinian and Israeli counterparts, individuals, and organizations active or engaged in trade, commerce and fiscal areas.
- c. All Key Personnel must be fluent in English. Oral and written English language skills must be commensurate with a U.S. professional environment. At least two (2) of the four (4) Key Personnel must be fluent in both English and Arabic. For any of the Key Personnel, Hebrew proficiency or fluency would be preferred, but is not required.

1. Chief of Party – Key Personnel

The Chief of Party (COP) is responsible for leading all aspects of Contract performance, providing technical guidance to all tasks under the Contract, and representing the Contract's activities as a whole to outside audiences.

The COP is responsible for leading the strategic planning of the program, including annual work plans; ensuring close coordination with USAID COR and implementing partners, as well as partners in the PA; and being responsible for the day-to-day operational oversight and administration of the program.

The COP must be a highly qualified development professional with a demonstrated ability to successfully lead and manage challenging projects as this project operates in a highly nuanced and sensitive environment.

The position requires an individual with the following minimum qualifications:

- Bachelor's degree in economics, business, trade, public policy, law, or another relevant field.
- Ten (10) years of international development experience, including five (5) years working on private sector development in a developing country context.
- Direct experience with managing and implementing donor-funded economic development activities of similar scale (greater than \$30 million).
- Experience leading multiple teams to achieve development outcomes and business results.
- Fluent oral and written English is required.

2. Deputy Chief of Party (DCOP)

The DCOP provides support to the COP in managing the project team, overall implementation, results, and management. The DCOP must provide project operational and implementation oversight. He/She/They must have technical knowledge in private sector development. The DCOP must have strong technical credentials in project management and must fill in for the COP in his/her/their absence.

The DCOP position requires an individual with the following minimum qualifications:

- Bachelor's degree in economics, business, trade, public policy, law, or another relevant field.
- Seven (7) years of international experience in managing private sector engagement in a developing country.
- Three (3) years of experience in a supervisory role managing economic growth projects in developing countries.
- Fluent oral and written English is required.

3. Compliance Specialist

The Compliance Specialist is responsible for managing and executing the GUCs program. In addition to managing the GUCs program, the Compliance Specialist must ensure compliance with USAID rules, regulations, and procedures for the project. The Compliance Specialist must be a highly qualified professional with experience in managing grants and procurements, solicitations and advertisements. His/Her/Their experience must demonstrate a track record of successful procurement transactions involving contract and/or grants administration, and managing grantee relationships, including advertising grants, managing the application, selection and award process, monitoring, and evaluation of grantees.

The Compliance Specialist position requires an individual with the following minimum qualifications:

- Bachelor's degree.
- Five (5) years' experience managing donor assistance grants programs in a development context.
- Three (3) years' experience working in a compliance related field (compliance management, grant/contracts management, audit compliance, or related field) on large (greater than \$30 million) development programs.
- Fluent oral and written English is required.

4. Senior Business Advisor

The Senior Business Advisor is responsible for developing a market-based strategy to achieve results for the project. The Senior Business Advisor is required to work with stakeholders, inside and outside the project to ensure the creation of new market connections to achieve desired development results. He/She/They must have technical expertise in private sector development and experience in designing and leading interventions in the know-how transfer, promotion, development, and expansion of the private sector at the firm and sector levels.

The Senior Business Advisor position requires an individual with the following minimum qualifications:

- Bachelor's degree in a field relevant to private sector development.
- Ten (10) years of relevant market-driven private sector experience in the role of managing, developing, and deploying innovations and efficiencies in businesses with demonstrated results in helping firms expand, at least three (3) years in an international developing country context.
- Fluent oral and written English is required.

USAID reserves the right to adjust the level of key personnel during the performance of this Contract.

B. Non-Key Personnel:

Responsibilities and roles for other, non-Key Personnel staff positions will be determined by the project, subject to approval by the CO, as applicable. The Contractor must provide non-key personnel with the appropriate mix of skills necessary to accomplish the objectives of this Contract.

F.6 PERFORMANCE STANDARDS

Evaluation of the contractor's performance must be conducted in accordance with the performance standards set forth below, the Contractor's overall performance toward achievement of the objectives in Section C, provision of deliverables in Section F, and the Contractor's compliance with all other terms and conditions of the contract.

Each evaluation will be conducted jointly by the COR and the CO and must form the basis of the contractor's permanent performance record with regard to this Contract as required in FAR Part 42.15 and AIDAR 742.15.

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

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

F.7. REPORTS

In addition to the requirements set forth for submission of reports in Sections I, and in accordance with AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor must submit reports to the COR as further described below. All reports and other deliverables must be in the English language, unless otherwise specified by the COR. The Contractor must promptly notify the COR of any problems, delays or adverse conditions which materially impair the implementer's ability to meet the requirements of the Contract. All reports must be submitted to the COR in electronic copy.

The Contractor must provide the COR with the following reports during the life of the project:

No.	Representative Contract Reporting Requirements	Submission Date
i.	Mobilization Plan	20 calendar days after the effective date of the contract.
ii.	Annual Work Plan	90 calendar days from the start of the contract. Subsequent Annual Work Plan: September 1 of each USG fiscal year.
iii.	Activity Monitoring, Evaluation, and Learning Plan (AMELP)	90 calendar days from the effective date of the contract Annual AMELP Revisions: In consultation with the COR and the relevant Mission MEL team, the contractor will undertake revisions as needed to synchronize the AMELP with the Annual Work Plan and the Mission AMELP. Revisions are due October 31 of each year.

iv.	Change Management Plan	30 60 calendar days from the effective date of the contract.
v.	Political Economy Analysis	30 60 calendar days from the effective date of the contract and updated annually.
vi.	Gender Strategy	120 calendar days from the effective date of the contract.
vii.	Professional Development and Mentorship Plan	180 calendar days from the effective date of the contract. Developed as part of Component 1.3: Strengthen Internship and Professional Development/Mentorship Programs
viii.	Export Support Services Plan	180 calendar days from the effective date of the contract. Developed as part of Component 2.2 Export Support Services
ix.	Sustainable Partnership Action Plan	180 calendar days from the effective date of the contract and update every 6 months. Developed as part of Component 3.1: Firm level assistance to achieve sustainability partnership
x.	Firm Identification Action Plan	90 calendar days from the effective date of the contract and update every 6 months. Developed as part of Component 3.2: Develop a pipeline of bankable projects to support the DFC
xi.	Special Reports	At the request of the Mission
X.	Quarterly Reports	Within fifteen (15) working days after the end of each fiscal year quarter
XX.	Financial Reports	No later than 30 calendar days after the end of 12 months of implementation.
XXX.	Annual Progress Reports	Within fifteen (15) working days after the end of the first full USAID fiscal year and annually thereafter for each authorized year of performance
XL.	Final Project Report	Due thirty (30) working days prior to completion of the award and a final version within 30 working days of the expiration of the award
L.	Close-Out Plan and Equipment Disposition	Ninety (90) working days prior to the end of the Contract

1. Mobilization Plan

The Contractor is required to submit for COR approval for a mobilization plan 20 calendar days after the effective date of the contract. The mobilization plan addresses technical, management, and logistical requirements that the Contractor requires to sufficiently mobilize, including a plan and schedule for in-country mobilization of the key personnel, long-term expatriate and local staff.

2. Activity Monitoring, Evaluation, & Learning (MEL) Plan

As per ADS 201, the Contractor is required to submit for COR approval an Activity Monitoring, Evaluation & Learning Plan (AMELP) for the life of the Activity based on its proposed approach for collecting, evaluating and validating data. The AMELP will be used to measure overall progress towards Mission goals.

The draft AMELP is due to the COR within 60 calendar days of the award for review and comment. The final AMELP is due to the COR within 90 calendar days from the award date.

All aspects of the AMELP must be in line with USAID's ADS 201 on assessing and learning and must adhere to the following:

- 1) The AMELP must include a narrative that clearly reflects on the Activity's theory of change and also present a logic model that illustrates these results, the causal and logical relationships between them, and the indicator and other performance data required to measure each. The AMELP must include approaches for a systematic, intentional and resourced approach to strategic collaboration, continuous learning and adaptive management.
- 2) In developing the AMELP, the Contractor must identify and describe: learning objectives with COR; strategic opportunities to "pause and reflect", coordinate and collaborate with stakeholders; approaches for regular learning to address the identified learning objectives; plans for documenting the knowledge and learning from these opportunities, and disseminating findings; resources (financial and human resources as well as tools) needed to implement learning approaches; and, approaches to adapting/adjusting implementation and programming as a result of this learning.
- 3) The Contractor will develop performance indicators and establish baselines and targets for output, outcome, and impact level monitoring, as well as benchmarks for performance over the life of the activity. Contractor should be strategic in their selection of indicators to ensure an appropriate balance between required data and the resource costs of data collection, analysis and reporting.
- 4) USAID/WBG may require the Contractor to track and report on additional performance indicators subject to changing of Agency guidance and/or the requirements of specific funding sources and if a Mission Performance Management Plan (PMP) is developed.
- 5) The Contractor must collect, analyze, and submit to USAID data disaggregated by sex and geographic location as applicable. To ensure that USAID assistance makes the maximum contribution to gender equality, performance management systems and evaluations must include gender-sensitive indicators and sex-disaggregated data when applicable and feasible; AMELPs should also capture proposed actions that will address any identified gender-related issues.
- 6) The AMELP must also include an explanation of the monitoring approach and estimated resources required to successfully implement the AMELP. This will be done through

describing the Contractor's M&E system, including policies and procedures for how data and information will be collected, analyzed, and used; methodology of establishing baselines and targets; staffing/expertise, roles and responsibilities for the management and implementation of the AMELP; systems (automated or other) where data will be collected and stored; procedures for communicating with USAID; means of adapting and learning; and the schedule for M&E functions, such as reporting performance data, assessing progress and making adjustments if needed; etc.

3. Annual Work Plans (AWP)

The work plans for all USAID/Economic Growth and Infrastructure Office activities are aligned with the USG Fiscal Year Calendar (October 1 to September 30). The Contractor will submit its first work plan to the COR for approval within 30 days of Award.

The first work plan will cover the period from the start date of the Award until the end of the first USG Fiscal Year of the Activity – therefore the first work plan may cover less than twelve months depending on the date of Award. The COR will provide comments within 20 working days to the Contractor and the Contractor will have 15 working days to respond and make all requested changes, after which the COR will provide final approval within 15 working days. All subsequent work plans will be submitted to the COR no later than October 1 and will cover an entire Fiscal Year, i.e. October 1 to September 30. The COR will provide comments within 20 working days to the Contractor and the Contractor will have 15 working days to respond and make all requested changes, after which the COR will provide final approval within 15 working days. All work plans must be developed in cooperation with the COR, other USAID/Economic Growth and Infrastructure Office Activities, other relevant USAID/West Bank and Gaza activities, donor programs, the PA, beneficiary communities, and all other relevant stakeholders as designated by the COR.

The award will be guided by the SOW which will provide an overall project 'map' that indicates broad activities, expected outcomes, annual milestones, and budget along the 60-month timeline. Annual Work Plans (AWP) are developed yearly in alignment with the USG fiscal year and include proposed activities for the given year, timeframe, procurement and construction, an itemized and detailed budget, review of the previous year's accomplishments (if applicable), problems and challenges encountered in achieving specified results, proposed annual outputs, and progress towards achieving results. The AWP's will be developed in-country by the Contractor and in cooperation with USAID/West Bank and Gaza and other stakeholders, including PA.

The Contractor must ensure that a sustainability approach is integrated in the AWP after USAID-funded efforts end. The approach to sustainability must address important sustainability challenges for key partners. It must detail a roadmap for how the Contractor will work with those partners during the program to address the following key challenges:

- (i) how the activity is localizing development through support of and partnership with local actors who could help achieve sustainability goals; and
- (ii) identify any areas or outcomes that would not be able to be sustained by local efforts and resources at the conclusion of activity implementation.

Annual Work Plans must not deviate from award requirements. All activities planned through

this process must be in accordance with the award Statement of Work and consistent with the approved budget for the award. Inclusion of items in the AWP does not obviate the need to seek specific approvals from USAID when those additional approvals might be required by policy and regulation. Modifications to the AWP that respond to changed conditions may be proposed by the contractor and approved by the COR; however, in no case may any work plan activity deviate from the Statement of Work or award terms.

4. Quarterly Reports

The Contractor must provide to the COR, within fifteen (15) working days after the end of each fiscal year quarter, a report on the activities undertaken during the quarter compared with the approved work plan.

The report must be brief yet precise, including a description of the activities conducted, with emphasis on issues that have arisen, impacts made, constraints encountered, reasons and justifications for any delays on deliverables and suggestions for additional actions that might be taken. The quarterly report must include the Contractor's accrued expenditures. All reports will be submitted to the COR in electronic copy and require written approval of the COR. Any changes to due dates require the CO's written approval. The report should contain an executive summary and the following, at a minimum:

- Summary of the results for the reporting period and key achievements.
- Quarterly data for the required Performance Indicators, as determined in the MEL Plan.
- Reporting will be done through a method agreed upon between the Contractor and USAID, with the COR.
- Any implementation problems as well as proposed corrective actions and the costs associated with the delay, including submitted and anticipated claims from the construction Contractor.
- Documentation of lessons learned and best practices that can be taken to scale.
- List of training programs conducted during the quarter, as applicable, to include type of trainees and their number disaggregated by sex.
- List of geographic data related to where interventions are being implemented.
- List of completed assessments and evaluations and plans for utilizing findings and recommendations.
- List of completed and upcoming events (national and sub-national meetings, seminars, training sessions, conferences, and others; international consultant visits; and meetings with key PA officials and decision-makers), with dates.
- List of staff and consultants with dates in/out of the country.

Quarterly reports will not exceed 30 pages. Annexes may be included if they support findings, conclusions, and recommendations of the core document.

5. Financial Reports

Annual Financial Reports – The Contractor must submit an annual expenditures report for approval by the COR, no later than 30 calendar days after the end of 12 months of implementation. The annual expenditure reports must include, at a minimum the following: the obligations to date, the approved budget, the expenditures to date, and the balance remaining. This report must be prepared in accordance with the Contract budget line items. The report may also be requested in accordance with Sector activity and as requested by the COR. Financial

reports must also be provided on a quarterly basis or as-requested basis throughout the year. Accruals – USAID performs a quarterly accrual exercise at the end of each quarter. Contractors are required to submit quarterly accrual expenditures reports 15 days before the end of a quarter using the format provided by the COR.

6. Annual Progress Report (for all project activities)

The fourth quarterly report shall also serve as the Annual Progress Report and shall be submitted within fifteen (15) working days after the end of the first full USAID fiscal year and annually thereafter for each authorized year of performance.

The Annual Progress Report shall follow the same format as the quarterly report, but with additional focus on cumulative accomplishments, progress and problems toward achievement of results, performance measures, indicators and benchmarks tied to the Annual Work Plan and the Activity MEL Plan targets, for the quarter and the entire previous fiscal year, which runs from October 1- September 30. In addition, the Annual Performance Report must include an analysis of the performance indicators data and proposed revisions of annual target projections as needed. The report should contain an executive summary at a minimum, in addition to the quarterly report following components:

- Qualitative and quantitative data required by USAID based on milestone achievements, a brief listing of the Activity's major interventions and successes during the year, as applicable including: knowledge sharing and learning activities; information on training activities; listing of subcontractors during the fiscal year; and contributions to cross-cutting issues as specified by the Mission.
- Details on any impediments faced in implementing the strategies developed or milestones required.
- An assessment of the sustainability of any interventions supported through this Activity.
- An assessment of current conditions in each of the key component areas.
- List (and links) as applicable, of all final and approved reports and data that were submitted during the fiscal year to the Development Experience Clearinghouse (DEC) [<https://dec.usaid.gov/dec/home/Default.aspx>], USAID's Development Data Library (DDL) website [<http://www.usaid.gov/data>], as applicable. These reports include: assessments, evaluations, studies, development experience documents, technical and consultant reports, quarterly and annual reports, media products, training manuals, databases and datasets, geo-coded data or other GIS related data (i.e., shape files and mapping files), computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule.
- Documentation of best practices that can be taken to scale.
- ESR section based on the approved IEE and EMMP.

Annual Progress Reports shall not exceed 40 pages. Additional annexes may be included if they support findings, conclusions, and recommendations of the core document.

The Contractor should check with the Program Office through their COR for applicable templates or methodology of submitting reports and data to the DEC, DevResults, TEAMS (successor system of TraiNet), DDL website.

7. Final Project Report

The last Quarterly/Annual Progress Report for the final year will also be the Final Project Report. The draft report, in English, is due thirty (30) working days prior to completion of the award and a final version and electronic version (two print copies and an electronic version), within 30 working days of the expiration of the award, per standard USAID/ADS.

The Final Project Report will include the information required in the Quarterly and Annual Progress Reports, as well as:

- Basic Agreement information.
- A description of the project, the accomplishments and successes achieved during the award period in terms of the expectations of activity design and changes in the activity environment as well as any shortcomings and/or difficulties encountered.
- An assessment of the progress towards achievement of the objectives or results, including the impact of activities on the supply/demand balance of the water sector, gender aspects and other cross cutting issues. This should clearly show how the Contract objectives have been accomplished or not and why.
- A summary of performance indicators used and an assessment of their relative usefulness.
- A summary of lessons learned and recommendations that might be relevant to programming, design and implementation of similar or follow-on activities.
- Description of all entities and partners along with West Bank and Gaza non-governmental organizations with whom the Contractor worked with and an evaluation of their strengths and weaknesses.
- A list of all publications, evaluations, and media products should be included in the final report as well as any other publications that were sent to DEC during the life of the project.
- Financial report showing, by line item, the amounts expended.

The Final Report must not exceed 40 pages. Annexes may be included if they support findings, conclusions, and recommendations of the core document.

The final report must be submitted to an agreed upon distribution list. This will include at a minimum the COR, FMO, the Agreement Officer (if requested) and the Development Experience Clearinghouse (DEC) at <http://dec.usaid.gov>.

Other Reports

During the life of the award, the Contractor may be required to prepare and submit to USAID other special reports concerning specific interventions and/or analyses. These requests will be in writing and will specify the due date. The substance of this reporting may include special award interventions (including short-term consultants reports detailing interventions and findings and making recommendations as appropriate), coordination with other USAID projects, USG agencies, or coordination with other donors (especially in light of alignment and harmonization of strategies and activities in support of a sector wide approach). USAID may also request the attendance of project staff to Partners' Meetings.

1. Gender Strategy

The Contractor must submit a Draft Gender Strategy within 120 days of the award. The Contractor must identify binding constraints and opportunities that affect women participation in the different interventions of this project and specify activities, objectives, targets, or results to address women's

economic empowerment and gender equality (WEEGE) challenges and barriers. The Contractor must also present participatory engagement approaches for women's business associations, businesswomen and entrepreneurs, women NGOs and other relevant stakeholders to integrate gender and women economic empowerment throughout the different project interventions. The gender strategy must include a plan to identify cultural constraints on women movement and work.

It should also include a plan to identify opportunities to adapt existing activities and approaches to mitigate gender bias and promote the equitable participation of men and women in the workforce and the economy. The gender strategy and its implementation form a key part of the AMELP learning agenda.

2. Change Management Plan:

Within ~~thirty (30)~~ **sixty (60)** days of the Activity Start Date, the Contractor must submit a Change Management plan. This includes the activities that the team will follow to apply the change in order to drive the transitions and ensure the Activity meets its intended outcomes.

This plan identifies many elements such as; communication management, stakeholders analysis, resistance management, project reviews, readiness assessments, culture and history assessments, etc.

3. Political Economy Analysis (PEA):

Within ~~thirty (30)~~ **sixty (60)** days of the Activity Start Date, the implementer of this activity will conduct a Political Economy Analysis focused on regional economic cooperation. The PEA will consider in particular the systematic, non-technical and political constraints to achieving the objectives of this activity. It will consider if there are other counterparts that the activity should consider engaging with in order to achieve its objectives. This analysis will be reviewed and updated annually.

4. Close-Out Plan and Equipment Disposition

Ninety (90) working days prior to the end of the Contract, the Contractor must submit a closeout plan to the COR and the Acquisition and Assistance Office. The closeout plan must include: brief program summary and timeline; program and activity end date; financial status report; final Financial Status Report timeline; latest NICRA or indirect cost rates; anticipated balance of federal funds after expiration of the instrument; a property disposition plan; final inventory of residual non-expendable property, which was acquired or furnished under the instrument; Contractor responsibilities during phase out; Sub awardees and/or partnership phase out; status of all program audit reports per the instrument's provisions; final audit report timeline; final report timeline; submission of reports and data to DEC, KaMP and DDL; personnel phase-out plan and timeline; job descriptions for personnel anticipated to serve during the closeout phase; and, a schedule to address office leases, bank accounts, utilities, personnel notification, etc. The close-out plan will be approved in writing by the COR. All reports must be submitted as indicated above per the approved format by USAID. Additional information regarding reporting shall be provided by the designated Contracting Officer Representative.

5. Professional Development and Mentorship Plan

Within one hundred and eighty (180) days of the Activity Start Date, the Contractor must submit a Professional Development and Mentorship Plan. This plan must outline how Palestinian entrepreneurs can learn from established entrepreneurs in Israel and the US and how Israel and US entrepreneurs can benefit from increased collaboration with Palestinian entrepreneurs. The plan

must build on the lessons learned from previous exchange programs both between Israel and the West Bank and Gaza and internationally. It will include, among other topics in consultation with the COR, an identification and recruitment plan, selection criteria, plans for supporting mentors and mentees, and a monitoring and evaluation strategy.

6. Export Support Services Plan

Within one hundred and eighty (180) days of the Activity Start Date, the Contractor must submit a Export Support Services Plan. The Export Support Services Plan must outline how the Contractor will support first time exporters and firms that have exported previously. This plan will build off of the Firm Identification Action Plan. It will include, among other topics in consultation with the COR, a recruitment plan, firm selection criteria, tools for assessing firms needs, services to be provided to firms and monitoring and evaluation strategy.

7. Sustainable Partnership Action Plan

Within one hundred and eighty (180) days of the Activity Start Date, the Contractor must submit a Sustainability Plan. The plan must describe, among other topics in consultation with the COR, how the resources, technical and managerial capacities, and linkages will sustain outcomes and activities after the program ends. This plan must discuss how the building of skills, knowledge, institutions and incentives will make development processes self-sustaining. The plan must establish and track metrics to track progress towards sustainability of interventions.

8. Firm Identification Action Plan

Within ninety (90) days of the Activity Start Date, the Contractor must submit a Firm Identification Plan. The Firm Identification Action Plan must outline, among other aspects in consultation with the COR, how the Contractor sets goals, develops the strategy and methodology for targeting and identifies potential partner firms. Subsequent updates must track progress toward goals. This plan must be updated every six months. These updates must adjust the strategy and methodology for targeting and identifying partner firms based on progress toward the goals.

9. Special Reports and Other Deliverables

Technical memos as requested (to address specific concerns, controversial subjects, and obtain consensus before preparation of main reports). Any other reports deemed necessary to fulfill the Contract's obligation based on scope of work in Section C.

10. Geographic Data Reporting Requirements

Activity Location Data (coordinates): The Contractor shall submit Activity Location Data which indicates the geographic location(s) where an activity is implemented. If Activity Location Data exists in a Geographic Information System (GIS) data format, it shall be submitted in accordance with the Geographic Data formatting requirements outlined in the below standards. Activity Location Data shall be submitted as part of the quarterly reports.

Geographic Data Standards:

- Geographic Data must be submitted in industry standard formats such as Shapefile (.shp) or GeoTIFF, or in a File Geodatabase, at a minimum data must be provided in an MS Excel sheet with latitude and longitude locations in decimal degree format.
- Geographic Data must be projected to the Geographic Coordinate System World Geodetic System 1984 (GCS WGS 1984). All data must use the World Geodetic System 1984 (WGS 1984) datum.

11. TEAMS AND USAID SPONSORED J-1 VISAS

All host country nationals being funded fully, partially, directly, or indirectly by USAID must enter the U.S. on a J-1 Visa, regardless of the type or duration of the activity. In order to secure a J-1 visa, each participant must first secure a DS-2019 form (Certificate of Eligibility for Exchange Visitor J-1 Status). The Training & Exchanges Automated Management System (TEAMS) is the only means of obtaining a DS-2019 for USAID- funded Exchange Visitors.

USAID/West Bank and Gaza delegates the TEAMS data entry, verification, and reporting responsibilities for exchange programs held in the United States to the Contractor (the R1 and R2 roles). USAID/West Bank and Gaza's Program Office is responsible for the approval (the R3 role) of all U.S.-based training programs and participants that are funded by USAID.

USAID/West Bank and Gaza's CORs are responsible for working with the Contractor to ensure that all data is entered and approved appropriately and in a timely fashion in TEAMS.

USAID/Washington is responsible for submission of the data (the R4 role) to SEVIS.

The Contractor must initiate the process for obtaining the requisite DS-2019 for their participant trainees and exchange visitors at least 45 calendar days before the start of the training or exchange program. The Contractor is responsible for delivering the DS-2019 form to the participant so that he/she can present it to the Consular Officer during their appointment for a J-1 visa at the U.S. Embassy consular section, or designated Consulate. The Contractor is also responsible for ensuring that the participants completes their program successfully and returns to their home country.

If the training or exchange program is canceled after the issuance of the DS-2019 form(s), the Contractor is responsible for returning the unused DS-2019 forms to USAID 's Program Office.

The Contractor is expected to liaise with the Program Office, through their COR, for further guidance, clarifications, and applicable templates. This includes the process for rolling out TEAMS for their activity, roles, and responsibilities for managing data in the system, and issuance of USAID sponsored J-1 visas.

12. Report on Non-Expendable Property

In accordance with AIDAR 752.245-70, the Contractor must submit an annual report for all nonexpendable property, including any Government-furnished property or property acquired by the Contractor under this Contract. The format of the report must be in accordance with the AIDAR Clause 752.245-70. This report must be submitted to the COR.

F.8 MINIMUM PROGRAM DELIVERABLES

The Contractor must submit, at minimum, the following program deliverables to the COR, specified in Section G, for approval.

Objective/Component 1: Facilitate Cooperative Exchange and Knowledge Sharing

Deliverables for Objective 1	Means of Verification	Tranches	% of Fee	(FEE) \$
Strengthened regional economic relationships through a \$350 million increase in exports by BREB assisted firms over five years	Financial statements from firms demonstrating increased exports	N/A	N/A	N/A
Enhance commercial technological exchanges, and knowledge sharing between the WBG, Israel, other regional companies, and/or the U.S., defined by 75 partnerships/alliances	Memorandum of Understandings or agreements signed between the partners	25 partnership/alliances	15	TBD
		25 partnership/alliances	15	TBD
		25 partnership/alliances	15	TBD
Five research partnerships/alliances established among Palestinian and Israeli and/or U.S. institutions	Memorandum of Understandings signed between the partners and proof of continued engagement		10	TBD
Business associations develop or improve 10 services to support cross-border exchanges	Demonstration of new services to USAID	N/A	N/A	N/A
1,500 Palestinian graduates receive internships with at least 10 Israeli or other international firms	Signed agreements between the graduates and the firms	500 Internships	5	TBD
		500 Internships	5	TBD
		500 Internships	10	TBD
Firms and universities establish 25 recurring exchange programs	Memorandums of Understanding signed between the firms and universities and proof of continued engagement	N/A	N/A	N/A

Objective/Component 2: Foster New Markets

Deliverables for Objective 2	Means of Verification	Tranches	% of Fee	(FEE) \$
Five new markets opened to businesses	Proof of Export	N/A	N/A	N/A
50 businesses or joint ventures export to a new market over a prolonged period of time	Proof of continued export over a one-year period.	N/A	N/A	N/A

Objective/Component 3: Enhance the Capacity of Targeted Entities

Deliverables for Objective 3	Means of Verification	Tranches	% of Fee	(FEE) \$
Report on barriers to regional partnerships/alliances and present USAID with an action plan of mitigating those barriers	Copy of the Report submitted to USAID	N/A	N/A	N/A
25 Palestinian firms increase profitability and regional and global linkages	Profit and loss statements documenting increased profitability and proof of export	15 Firms	5	TBD
		10 Firms	5	TBD
Develop a \$50 million pipeline of projects that meet the technical requirements for DFC's potential investment in the WBG	Documentation of submission of application for DFC financing	\$20 Million	5	TBD
		\$15 Mission	5	TBD
		\$15 Million	5	TBD
Assist a minimum of 50 firms to meet the technical requirements for DFC or other finance institution support	Documentation of submission of application for DFC or other financial institutions financing	N/A	N/A	N/A

END OF SECTION F

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

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

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

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

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

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

BY:

TITLE:

DATE:

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

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

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

G.2 CONTRACTING OFFICER'S AUTHORITY

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

G.3 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Officer is:
Daniel Harter
Office of Contract Management (OCM)
c/o U.S Embassy
71 Hayarkon St. Tel Aviv 63903
Email: dharter@usaid.gov

G.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR must be designated separately by a letter from the Contracting Officer. A copy of the designation letter shall be provided to the Contractor.

G.5 PAYING OFFICE

Invoices must be submitted electronically by email to the payment office address, as follows:

wbgvouchers@usaid.gov

The paying address is:

USAID/West Bank and Gaza

c/o U.S Embassy

71 Hayarkon St.

Tel Aviv 63903

G.6 CONTRACTOR'S PRIMARY POINT OF CONTACT

The contractor's primary point of contact is [_____] and can be reached at [_____].

G.7 CONTRACTOR'S PAYMENT ADDRESS

[INSERT]

G.8 ACCOUNTING AND APPROPRIATION DATA

Requisition No.:	
Accounting Template:	
BBFY:	
EBFY:	
Fund:	
OP:	
Prog Area:	
Dist Code:	
Prog Elem:	
Team/Div:	
BGA:	
SOC:	
Obligated Amount:	

G.9 TECHNICAL DIRECTION/RELATIONSHIP WITH USAID

Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(a) Technical Direction is defined to include:

- (1) Written directions to the Contractor which fill in the 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.

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES 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 H of this solicitation. See <https://www.acquisition.gov/browse/index/far> for electronic access to the full text of a FAR clause.

NUMBER	TITLE	DATE
AGENCY FOR INTERNATIONAL DEVELOPMENT FEDERAL ACQUISITION REGULATION (48 CFR Chapter 7)		

752.219-70	USAID Mentor-Protégé Program (P)	JUL 2007
752.229-71	Reporting of Foreign Taxes	JUL 2007

H.2 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 937 for the prime contract and its subcontractors. Code 937 is defined as the United States, the cooperating/country (Israel, West Bank and Gaza), and developing countries other than advanced developing countries, and excluding prohibited sources.

H.3 752.228-70 Medical Evacuation (MEDEVAC) Services (JUL 2007)

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

(b) Exceptions.

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

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

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

H.4 ELECTRONIC PAYMENTS SYSTEM

a) Definitions:

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

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

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

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

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

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

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

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

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

H.5 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)

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

- (3) The contractor must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.
- (4) The contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.
- (5) The contractor must not submit classified data to the DDL.

H.6 GRANTS UNDER CONTRACTS (GUCs)

The Contractor is authorized to execute Grants under Contracts (“GUC”) for the implementation of certain activities. The following requirements apply to any grant awarded by a Contractor under this Contract:

- (a) USAID will have substantial involvement in the establishment of selection criteria and will approve the selection of grant recipients. Unless otherwise directed by the cognizant CO, the COR will have authority to approve the grant recipient selection.
- (b) USAID retains the right to terminate the grant activity unilaterally.
- (c) The Contractor is not authorized to execute or administer Cooperative Agreements on USAID’s behalf.
- (d) Requirements which apply to USAID-executed grants must also apply to grants executed by the Contractor.
- (e) The total value of an individual grant to a U.S. NGO must not exceed ~~\$100,000~~ **\$250,000**.
- (g) The Contractor is required to abide by the terms and conditions set forth in FAR 52.203-16 “Preventing Personal Conflicts of Interest” as referenced in Section I of this Contract.

H.7 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES

Funds in this contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference “Guidance on Funding Foreign Government Delegations to International Conferences” <http://www.usaid.gov/sites/default/files/documents/1868/350maa.pdf> or as approved by the CO.

H.8 ENVIRONMENTAL COMPLIANCE AND MANAGEMENT

- (a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered, and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201 and 204 (<https://www.usaid.gov/who-we-are/agency-policy/series-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. Offeror/Contractor environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this contract.
- (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.
- (c) No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion ("CE"), Initial Environmental Examination ("IEE"), or Environmental Assessment ("EA") duly signed by the Bureau Environmental Officer ("BEO") (Taken together, "Approved Regulation 216 Environmental Documentation.")
- (d) An IEE (ME 22-26) has been approved for the BREB Activity. The IEE covers activities expected to be implemented under this contract. USAID has determined that a Negative Determination with conditions applies to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The Contractor shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this award.
- (e) As part of its initial Work Plan, and all Annual Work Plans thereafter, the Contractor, in collaboration with the COR and Mission Environmental Officer ("MEO") or BEO, as appropriate, will review all ongoing and planned activities under this contract/grant to determine if they are within the scope of the Approved Regulation 216 Environmental Documentation.
- (f) If the Contractor plans any new activities outside the scope of the Approved Regulation 216 Environmental Documentation, it will prepare an amendment to the documentation for USAID review and approval. No such new activities must be undertaken prior to receiving written USAID approval of environmental documentation amendments.
- (g) Any ongoing activities found to be outside the scope of the Approved Regulation 216 Environmental Documentation must be halted until an amendment to the documentation is submitted and written approval is received from USAID.

- (h) Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan, the contractor shall prepare an EMMP or M&M Plan describing how the contractor will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan shall include monitoring the implementation of the conditions and their effectiveness.
- (i) Integrate a completed EMMP or M&M Plan into the initial work plan.
- (j) Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.
- (k) A provision for sub-grants is included under this award; therefore, the contractor will be required to use an Environmental Review Form (ERF) or Environmental Review (ER) checklist using impact assessment tools to screen grant proposals to ensure the funded proposals will result in no adverse environmental impact, to develop mitigation measures, as necessary, and to specify monitoring and reporting. Use of the ERF or ER checklist is called for when the nature of the grant proposals to be funded is not well enough known to make an informed decision about their potential environmental impacts, yet due to the type and extent of activities to be funded, any adverse impacts are expected to be easily mitigated. Implementation of sub-grant activities cannot go forward until the ERF or ER checklist is completed and approved by USAID. The contractor is responsible for ensuring that mitigation measures specified by the ERF or ER checklist process are implemented.
- (l) The contractor will be responsible for periodic reporting to the USAID Cognizant Technical Officer, as specified in the Schedule of this solicitation.

H.9 RELOCATION OF U.S. BUSINESSES, ASSISTANCE TO EXPORT PROCESSING ZONES, INTERNATIONALLY RECOGNIZED WORKERS' RIGHTS (JAN 1994) (AIDAR 726.7102 PD 20 provision)

No funds or other support provided hereunder may be used in an activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States. No funds or other support provided hereunder may be used in an activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior approval of USAID. No funds or other support provided hereunder may be used in an activity which contributes to the violation of internationally recognized rights of workers in the recipient country, including those in any designated zone or area in that country.

H.10 PRESS AND PRESS RELATIONS

The Contractor must coordinate all press inquiries and statements with USAID's COR. In addition to the requirements of AIDAR 752.7035, the Contractor must seek prior COR authorization for all public notices, press releases and other media contacts. The Contractor must obtain approval from COR before agreeing to or allowing staff to conduct interviews with the press. The Contractor shall not speak on behalf of USAID but will refer all requests for USAID information to the USAID COR/Communication/Press officer.

H.11 PROHIBITION ON ASSISTANCE TO DRUG TRAFFICKING

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

H.12 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.13 LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY (DEVIATION NOs. M/OAA-DEV-FAR-20-3c and M/OAA-DEV-AIDAR-20-2c) (APRIL 2020)

(a) Definitions. As used in this contract -- "Information Technology" means

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

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

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

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

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

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

(d) Request for Approval Requirements: 7 Clauses And Special Contract Requirements For Facilities Access, Security, and Information Technology (IT) (Class Deviations M/OAA- DEV-FAR-20-3c, and M/OAA-DEV-AIDAR-20-2c)

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

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

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

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

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

H.14 RESTRICTIONS AGAINST DISCLOSURE (MAY 2016)

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

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

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

H.15 752.211-70 - LANGUAGE and Measurement (JUN 1992)

(a) The English language shall be used in all written communications between the parties under this contract with respect to services to be rendered and with respect to all documents prepared by the contractor except as otherwise provided in the contract or as authorized by the contracting officer.

(b) Wherever measurements are required or authorized, they shall be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by USAID in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets.

H.16 USAID-FINANCED THIRD-PARTY WEB SITES (NOVEMBER 2017)

(a) Definitions:

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

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

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

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

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

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

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

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

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

(8) The Contractor must conduct periodic vulnerability scans, mitigate all security risks identified during such scans, and report subsequent remediation actions to CISO at ISSO@usaid.gov and COR within 30 workdays from the date vulnerabilities are identified. The report must include disclosure of the tools used to conduct the scans. Alternatively, the contractor may authorize USAID CISO at ISSO@usaid.gov to conduct periodic vulnerability scans via its Web-scanning program. The sole purpose of USAID scanning will be to minimize security risks. The Contractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above. (c) For general information, agency graphics, metadata, privacy policy, and Section 508 compliance requirements, refer to <http://www.usaid.gov>.

H.17 AIDAR 752.222-70 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://pdf.usaid.gov/pdf_docs/PDABQ631.pdf

(b) USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it makes 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.18 752.228-7 INSURANCE-LIABILITY TO THIRD PERSONS - JUL 1997

The following paragraph is added to the clause specified in (48 CFR) FAR 52.2287: () Insurance on private automobiles. 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 company providing the following minimum coverage or such other minimum coverage as may be set by the Mission Director, payable in United States dollars or its equivalent in the currency of the Cooperating Country: injury to persons, \$10,000/\$20,000; property damage, \$5,000. The premium costs for such insurance shall not be a reimbursable cost under this contract. Copies of such insurance policies shall be preserved and made available as part of the Contractor's records which are required to be preserved and made available by the "Audit and Records—Negotiation" clause of this contract.

H.19 USAID/WEST BANK AND GAZA MISSION ORDER NO. 21

The Contractor must comply with the Mission's updated anti-terrorism policies and procedures as stated under the revised Mission Order No. 21 (Mission Notice No. 2007-WBG-26), Addendum No. 1 and any amendments thereafter. The Mission Order No. 21 is provided under Attachment J-6 of this RFP.

H.20 USAID/WEST BANK AND GAZA MISSION NOTICES

The Contractor must comply and adhere to all USAID West Bank and Gaza notices to Contractors and Grantees. The notices are posted on the USAID/West Bank Gaza website under Partners resources and can be found at the following link:

<https://www.usaid.gov/west-bank-and-gaza/partnership-opportunities>

H.21 USAID/WEST BANK AND GAZA AUDIT PROGRAM (ACA)

Since Fiscal Year 2003, the U.S. Congress has mandated in its annual appropriations laws that USAID shall ensure that Federal and non-Federal audits of all contractors and grantees, and significant sub-contractors and sub-grantees, under the West Bank and Gaza (WBG) Program are conducted at least on an annual basis.

Recipients and significant subawardees under this award are thus required to adhere to this requirement and are subject to audit at least annually under the WBG Agency Contracted Audit (ACA) program.

The USAID/WBG/Office of Financial Management (OFM) is responsible for managing the Mission's ACA program. USAID/WBG/OFM will annually solicit information from Recipients with regard to their program implementing subawards to identify those subawardees which are subject to audit.

To fulfill the annual audit requirements, USAID/WBG will contract with an independent audit firm that has been approved by the Regional Inspector General/Frankfurt to perform these audits and will issue an audit notification letter to the Recipient outlining the process, period of audit and time frame. The financial audit will be conducted within generally accepted government auditing standards (GAGAS) and will focus on the program activities contained within this award.

By signing this award, the Recipient acknowledges its complete willingness to and affirms it will comply with Mission audit guidelines and requirements and will cooperate fully with the audit firm selected by USAID. Failure to comply with the Mission audit procedures or respond to an initiation of an audit, or failure to cooperate with the Mission financial management staff or selected audit firm on the annual audit may be cause for disallowance of costs or termination. The Recipient and all sub-awardees must maintain complete records and proper documentation pertaining to their awards for auditing purposes.

H.22 Prohibition against Support for Terrorism

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor/Recipient to ensure compliance with these Executive Orders and laws.

One of the applicable orders is Executive Order 13224, dated September 24, 2001. The website of the Office of Foreign Assets Control (OFAC) of the Department of Treasury contains the text of that order and a list of the individuals and entities designated thereunder. It also contains lists of individuals and entities designated under other anti-terrorism statutes, regulations and Executive Orders. See <http://www.treasury.gov/offices/enforcement/ofac/sdn/>.

USAID reserves the right to review, and either approve or reject, the following subawards if proposed under this contract/agreement: (i) any contract or subcontract in excess of \$25,000 with a non-U.S. organization or individual; and (ii) any grant or subgrant to a non-U.S. organization or individual, regardless of the dollar value. Furthermore, the written consent of USAID is required before certain other forms of assistance may be provided to a non-U.S. organization or individual.

These include in-kind assistance such as renovation of an NGO's facilities, repair or replacement of a company's equipment, and certain training activities. The details of these requirements are described in notices issued by USAID/West Bank & Gaza from time to time. No approval (or failure to disapprove) by USAID shall relieve the Contractor/Recipient of its legal obligation to comply with applicable Executive Orders and laws.

USAID reserves the right to rescind approval for a subaward in the event that USAID subsequently becomes aware of information indicating that the subaward is contrary to U.S. law or policy prohibiting support for terrorism. In such cases, USAID's Contracting Officer will provide written instructions to the Contractor/Recipient to terminate the subaward.

USAID reserves the right to terminate this contract/agreement if USAID determines that the Contractor/Recipient is involved in or advocates terrorist activity or has failed to comply with any of the requirements of this provision.

This provision, including this paragraph (f), shall be included in all contracts, subcontracts, grants and subgrants issued under this contract/agreement. Upon request, the Contractor/Recipient shall promptly provide to USAID's Contracting/Agreement Officer a copy of the pages from each subaward that contain this provision.

[In addition to the clauses set forth above, the following clause shall appear in each award made directly by USAID and each subaward made by a USAID prime contractor or recipient.]

The Contractor/Recipient agrees to promptly notify USAID's Contracting Officer Technical Representative (COTR)/Agreement Officer Technical Representative (AOTR) in the event of any change in the identity of its "key individuals" or in the identity of "key individuals" of any recipient of a subaward described in paragraph (c). For purposes of this requirement, "key individuals" means (i) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees); (ii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president); (iii) the program manager or chief of party for the USAID-financed program; and (iv) any other person with significant responsibilities for administration of USAID-financed activities or resources. Note that this definition differs from the definition of "key personnel" under contracts and cooperative agreements.

[In addition to the clauses set forth above, the following clause shall be included in any contract, grant or cooperative agreement awarded by USAID (i.e. USAID prime awards only).]

Before awarding any grant or similar instrument providing [cash or in-kind assistance under this contract][cash assistance under this agreement], the Contractor/Recipient shall (1) obtain from the proposed subawardee the certification required under USAID's Acquisition and Assistance Policy Determination 04-14 (AAPD 04-14), "Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2)," and (2) provide a copy of the certification to USAID's Agreement/Contracting Officer.

H.23 RESTRICTION ON FACILITY NAMES

- (a) No assistance shall be provided under this contract/agreement for any school, community center or other facility that is named after any person or group of persons that has advocated, sponsored or committed acts of terrorism. This includes any facility that has “shuhada” or “shaheed” (“martyr” or “martyrs”) in its name, unless an exception is approved by the USAID Mission Director. In any case where assistance is proposed for a facility that is named after, or is planned to be named after, a person or group of persons, the Contractor/Recipient shall provide to USAID’s Contracting Officer Technical Representative (COTR)/Agreement Officer Technical Representative (AOTR) written information about the person(s) or group and shall not proceed with the assistance unless or until the COTR/AOTR has provided written approval therefore. This restriction applies to all forms of cash or in-kind assistance, including construction services, equipment, supplies, technical assistance, and training.
- (b) In case of any failure to comply with this restriction, USAID may disallow any or all costs incurred by the Contractor/Recipient with respect to the facility and, if necessary, issue a bill for collection for the amount owed. This is in addition to any other remedies that may be available to USAID for such noncompliance.
- (c) This provision, including this paragraph (c), shall be included in all contracts, subcontracts, grants and subgrants issued under this contract/agreement. Upon request, the Contractor/Recipient shall promptly provide to USAID’s Contracting/Agreement Officer a copy of the pages from each subaward that contain this provision.

H.24 Value Added Tax (VAT) and Customs Duties

1 For Fixed-Price Contracts

1.1 Offshore Contractors:

Pursuant to agreements with the Palestinian Authority (PA) and the Government of Israel (GOI), all imports and expenditures under this contract by the Contractor and by non-local subcontractors (as defined below) will be exempt from Value-Added Tax (VAT) and customs duties imposed by the PA and from customs duties imposed by the GOI. Therefore, in accordance with paragraph (c) of FAR 52.229-6, Taxes--Foreign Fixed-Price Contracts (1/91), Palestinian VAT and Palestinian and Israeli customs duties shall be excluded from the price of this contract and from the price of any subcontracts to which the Contractor or any non-local subcontractor is a party. There are no exemptions from VAT imposed by the GOI. Therefore, Israeli VAT shall be included in the price of this contract.

The Contractor and any non-local subcontractors shall make reasonable efforts to avoid Palestinian VAT at the point of sale. USAID will assist the Contractor to register with the PA and obtain zero percent (0%) VAT status from the PA. The Contractor shall use this exemption to avoid paying any PA VAT to local subcontractors and vendors by obtaining approval from the PA VAT Department for suppliers to issue 0% VAT invoices.

When Israeli VAT is paid, the Contractor shall obtain original VAT receipts from the vendors. Receipts must be submitted to USAID’s Financial Management Office on a monthly basis to enable USAID to obtain VAT refunds from VAT authorities.

The Contractor is responsible for ensuring that subcontractors comply with this requirement. All VAT claims for subcontractors shall be submitted to USAID through the Contractor. (Please refer to VAT Guidance dated April 2, 2003 issued to USAID WBG Contractors and Grantees attached as Appendix – X)

With each monthly statement (progress payment invoice / request), the Contractor will furnish USAID as part of the required supporting documentation and in addition to the monthly submissions as discussed in the previous paragraph, a copy of all certified Israeli and Palestinian VAT tax receipts showing the portion of the amount of progress payment requested which is attributable to VAT taxes paid to local subcontractors from amounts earned and requested for payment.

"Non-local subcontractors" mean subcontractors that are present in the West Bank or Gaza solely for the purpose of performing work financed by USAID or other tax-exempt foreign donors.

1.2 Local Contractors Registered with the PA:

VAT and customs duties are excluded from the price of the contract. USAID will provide the PA Customs and VAT Department with a letter that a contract has been awarded and request approval for the Contractor to be authorized to issue 0% VAT invoices under the USAID contract. The Contractor shall submit to USAID, together with the monthly progress payment (MPP), a 0% VAT invoice that matches the approved MPP amount.

1.3 Local Contractors Registered with the Israeli Government:

There are no exemptions from VAT imposed by the Government of Israel (GOI). Israeli VAT shall be included in the price of this contract. The Contractor shall submit to USAID, together with the monthly progress payment (MPP), an original VAT invoice that matches the approved MPP amount to allow USAID to claim a VAT refund from the VAT authorities.

2 For Cost-Reimbursement Type Contracts

2.1 Offshore Contractors:

Pursuant to agreements with the Palestinian Authority (PA) and the Government of Israel (GOI), all imports and expenditures under this contract by the Contractor and by non-local subcontractors (as defined below) will be exempt from Value-Added Tax (VAT) and customs duties imposed by the PA and from customs duties imposed by the GOI. Therefore, in accordance with paragraph (a) of FAR 52.229-8, Taxes--Foreign Cost-Reimbursement Contracts (3/90), Palestinian VAT and Palestinian and Israeli customs duties shall not constitute allowable costs under this contract. There are no exemptions from VAT imposed by the GOI. Therefore, Israeli VAT is an allowable cost under this contract.

The Contractor and any non-local subcontractors shall make reasonable efforts to avoid Palestinian VAT at the point of sale. USAID will assist the Contractor to register with the PA and obtain zero percent (0%) VAT status from the PA. The contractor shall use this exemption to avoid paying any PA VAT to local subcontractors and vendors by obtaining approval from the PA VAT Department for suppliers to issue 0% VAT invoices.

When Israeli VAT is paid, and in cases where Palestinian VAT cannot be avoided, the Contractor shall obtain original VAT receipts from the vendors. Receipts must be submitted to USAID's Financial Management Office on a monthly basis to enable USAID to obtain VAT refunds from VAT authorities. The Contractor is responsible for ensuring that subcontractors and subgrantees comply with this requirement. All VAT claims for subcontractors and subgrantee shall be submitted to USAID through the Contractor. (Please refer to VAT Guidance dated April 2, 2003 issued to USAID WBG Contractors and Grantees attached as Appendix - X)

With each monthly statement (progress payment invoice / request), the Contractor will furnish USAID as part of the required supporting documentation and in addition to the monthly submissions as discussed in the previous paragraph, a copy of all certified Israeli and Palestinian VAT tax receipts showing the portion of the amount of progress payment requested which is attributable to VAT taxes paid to local subcontractors from amounts earned and requested for payment.

"Non-local subcontractors" mean subcontractors that are present in the West Bank or Gaza solely for the purpose of performing work financed by USAID or other tax-exempt foreign donors.

2.2 Local Contractors Registered with the PA:
SAME AS 1.2 ABOVE.

2.3 Local Contractors Registered with the Israeli Government:
SAME AS 1.3 ABOVE.

3 For Grants and Cooperative Agreements

3.1 Offshore Grantees/Recipients:

Pursuant to agreements with the Palestinian Authority (PA) and the Government of Israel (GOI), all imports and expenditures under this award by the Grantee/Recipient and by non-local subgrantees and subcontractors (as defined below) will be exempt from Value-Added Tax (VAT) and customs duties imposed by the PA and from customs duties imposed by the GOI. Therefore, in accordance with paragraph 51 of OMB Circular No. A-122, Attachment B, such VAT and customs duties shall not constitute allowable costs under this award. No exemptions from VAT imposed by the GOI are available through USAID. Therefore, Israeli VAT is an allowable cost under this award, except for VAT from which exemptions are available to the Grantee/Recipient directly.

The Grantee/Recipient and any non-local subgrantees or subcontractors shall make reasonable efforts to avoid Palestinian VAT at the point of sale by obtaining 0% VAT exemption. USAID will assist the Grantee/Recipient to obtain zero percent (0%) VAT status from the PA. The Grantee/Recipient shall use this exemption to avoid paying any PA VAT to local subcontractors and vendors by obtaining approval from the PA VAT Department for suppliers to issue 0% VAT invoices.

In cases where Israeli and Palestinian VAT cannot be avoided, the Grantee/Recipient shall obtain original VAT receipts from the vendors.

Receipts must be submitted to USAID's Financial Management Office on a monthly basis to enable USAID to process refund claims with VAT authorities. The Grantee/Recipient is responsible for ensuring that subgrantees or subcontractors comply with this requirement. All VAT claims for the subgrantees and subcontractors shall be submitted to USAID through Grantee/Recipient. (Please refer to VAT Guidance dated April 2, 2003 issued to USAID WBG Contractors and Grantees attached as Appendix - X). Receipts for subgrantees and subcontractors must be addressed to the project name / name of the Grantee/Recipient to enable USAID to claim refunds.

Grantees/Recipients that already have exemption mechanisms in place with the GOI and/or the PA should continue to follow those procedures. Any refund of taxes received directly by the Grantee/Recipient which were allowed as award costs, should be credited either as a cost reduction or cash refund, as appropriate, to USAID.

"Non-local subgrantees and subcontractors" means subgrantees and subcontractors that are present in the West Bank or Gaza solely for the purpose of performing work financed by USAID or other tax-exempt foreign donors.

3.2 Local Recipients:

As local recipients are not exempt from paying VAT to the PA, the recipient shall obtain original VAT receipts from vendors at the point of sale, and submit such receipts to USAID to enable the Mission to obtain VAT refunds from the PA VAT authorities. (Please refer to VAT Guidance dated April 2, 2003 issued to the USAID WBG Contractors and Grantees as Appendix - X). Receipts must be addressed to the project name / USAID to enable USAID to claim refunds.

H.25. SUBCONTRACTING WITH GOVERNMENT OR QUASI-GOVERNMENT ENTITIES

No subcontracting with any government or quasi-government entity shall be conducted under this Agreement unless a specific waiver is approved for this purpose.

H.26. PROHIBITION AGAINST CASH ASSISTANCE TO THE PALESTINIAN AUTHORITY

U.S. legislation provides that none of the funding under this Award may be "obligated or expended with respect to providing funds to the Palestinian Authority." In accordance with that prohibition, the Contractor shall not provide any cash to the Palestinian Authority; to any ministry, agency or instrumentality of the Palestinian Authority; to any municipality or other local government unit; or to any full-time or part-time employee or official of any of the foregoing entities. This restriction applies to payments of any kind, including salaries, stipends, fees, honoraria, per diem, and so forth.

This restriction does not prohibit the provision of in-kind assistance, such as technical assistance, training, equipment, supplies, or the construction of public works to the extent it is not otherwise prohibited by U.S. law or the terms of this Contract.

This provision shall be included in all contracts, subcontracts, grants and subgrants or any other instruments or awards issued under this Contract. Upon request, the Contractor/Recipient shall promptly provide to USAID's Contracting Officer a copy of the pages from each subaward that contains this provision.

H.27. CHOICE OF LAW

(This clause should be included in all subcontracts awarded under the resultant contract)

This [contract], and all questions relating to its formation, validity, interpretation and performance, shall be governed by the federal law of the United States of America. By the execution of this contract, the [Contractor] expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this [contract] is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

H.28. PROHIBITION ON ASSISTANCE TO THE PALESTINIAN BROADCASTING CORPORATION

a) U.S. legislation provides that none of USAID's funding "may be used to provide equipment, technical support, consulting services, or any other form of assistance to the Palestinian Broadcasting Corporation." In accordance with this prohibition, the Recipient shall not provide any assistance to the Palestinian Broadcasting Corporation.

b) This provision, including this paragraph (b), shall be included in all contracts, subcontracts, grants and subgrants issued under this grant.

H.29. REPORTING OF FOREIGN TAXES

(a) The awardee must annually submit one report by April 6 of the next year. The reporting period will cover from October 1 to September 30.

(b) Contents of Report. The reports must be in the format provided in attachment A and contain:

(i) Contractor/recipient name.

(ii) Contact name with phone, fax and email.

(iii) Award number(s); separate report needs to be provided for each award.

(iv) Amount of foreign taxes assessed by the Palestinian Authority on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

(v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for the Palestinian Authority involves the purchase of commodities in Israel using foreign assistance funds, any taxes imposed by Israel would not be reported.

(vi) Any reimbursements on the taxes reported in (iv) received by the recipient through March 31.

Any refund from the Palestinian Authority that is received directly by the awardee should be reflected. For refunds processed by USAID, we will fill in the VAT refunded amount. If a VAT refund receipt was provided to USAID for refund processing the awardee will need to provide the month under which the claim was submitted to USAID and the serial number of the invoice as included in the claim.

(vii) Reports are required even if the contractor/recipient did not pay any taxes during the report period.

(viii) 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 only a Palestinian Authority 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 by either of the following means:

email attachment (preferred): 579vat@usaid.gov or fax to 972-3-511-4888, attention Mr. Issa Hanna.

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

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

H.30. CAPITAL ASSISTANCE (611e REQUIREMENTS)

Prior to committing any USAID funds for capital assistance projects proposed under this contract, including mechanical items and other equipment that will be purchased for use by local partners, the Recipient will provide USAID with sufficient information to determine that Palestinian counterpart institutions and communities have the capacity to maintain and utilize the assistance effectively. Upon review and analysis of information provided, USAID West Bank and Gaza will advise the Recipient when and if all AID regulations for proceeding with capital assistance have been met.

H.31. USAID/West Bank and Gaza Mission Order 21 Compliance Reviews

Implementing partners are responsible for ensuring the effectiveness and efficiency of their own internal control systems over compliance with Mission Order 21 (MO21) requirements. Contingent upon available resources, USAID/West Bank and Gaza will be conducting MO21 compliance reviews of prime awardees and their subawards within the first 18 months of Implementation.

The conducted compliance review will verify the following:

1. Verify that partners had in fact obtained the necessary vetting approvals prior to executing their sub-awards as well as reviewing trainees and beneficiaries that are subject to vetting per MO No. 21;

2. Verify whether partners have incorporated the required special mandatory provisions in their written sub-awards and have obtained the Anti-Terrorism Certification (if required) in accordance with Mission Order No. 21; and
3. Verify whether all sub-awards executed under each award have been promptly reported to USAID on the monthly sub-award report.

H.32. DEVELOPMENT INFORMATION SYSTEM (DIS)

The Contractor/Recipient is required to monitor and report against the Activity's performance using USAID's Development Information System (DIS). The purpose of the system is to capture and aggregate timely activity information and generate reports for USAID/ West Bank Gaza.

The Contractor/Recipient will provide an update of information (including, but not limited to, performance results, geospatial coordinates, success stories, and photographs) on performance by entering this information directly into the DIS online system (www.DIS.usaid.gov).

Upon finalization of the AMELP, COR/AOR will provide Contractor/Recipient access to the system following the creation of accounts. Specific guidance for creating accounts will be shared by the COR/AOR.

The Contractor/Recipient will be required to appoint a Point-of-Contact for this matter to aid in regular data-entry, validation, execution of the DIS reports and to serve as liaison with USAID/WBG.

USAID/WBG will provide training resources to the Contractor/Recipient Point-of-Contact on the use of DIS. Once trained, the Contractor/Recipient will enter and manage the data accordingly.

The Contractor/Recipient's regular quarterly and annual reports must include a section on DIS providing a confirmation that relevant activities and data have been entered into DIS with a summary of actions conducted during the reporting period (e.g., data entry and updates; DIS activities added, updated or closed).

The Contractor/Recipient's final activity report shall indicate that all activity data have been fully entered and updated in DIS.

END OF SECTION H

PART II - CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. 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):

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

I.2 752.252-1 AIDAR CLAUSES INCORPORATED BY REFERENCE (MAR 2015)

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 all AIDAR solicitation provisions and contract clauses is contained in the Code of Federal Regulations (CFR) located at 48 CFR chapter 7.

I.3 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUN 2020
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	JUN 2020
	ALTERNATE I	JUN 2020
52.203-7	ANTI-KICKBACK PROCEDURES	JUN 2020
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2021
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN 2020

52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JUN 2020
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	JUN 2020
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	OCT 2016
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	NOV 2021
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	NOV 2021
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 2021
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.210-1	MARKET RESEARCH	NOV 2021
52.215-2	AUDIT AND RECORDS—NEGOTIATION	JUN 2020
52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT 1997
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES ALTERNATE 1	JUN 2020 OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	AUG 2018
52.216-8	FIXED-FEE	JUN 2011
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
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
52-222-50	COMBATING TRAFFICKING IN PERSONS	NOV 2021
52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICE REQUIREMENTS	MAY 2014
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	JUN 2020
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.224-3	PRIVACY TRAINING	JAN 2017

52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2021
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAY 2020
52.227-14	RIGHTS IN DATA--GENERAL	MAY 2014
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987
52.228-3	WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.229-8	TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.230-2	COST ACCOUNTING STANDARDS	JUN 2020
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	JUN 2020
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010
52.232-9	LIMITATION OF WITHHOLDING OF PAYMENTS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-25	PROMPT PAYMENT ALTERNATE I	JAN 2017 FEB 2002
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT	OCT 2018 MAY 2014
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.233-1	DISPUTES ALTERNATE I	MAY 2014 DEC 1991
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-2	PRODUCTION PROGRESS REPORTS	APR 1991
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	SEP 2021
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES—COST-REIMBURSEMENT ALTERNATE I	AUG 1987 APR 1984
52.244-2	SUBCONTRACTS ALTERNATE I.	JUN 2020 JUN 2020
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN 2022
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.246-26	Reporting Nonconforming Items	Nov 2021
52.247-63	PREFERENCE FOR U.S. – FLAG AIR CARRIERS	JUN 2003
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 2012
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR CHAPTER 7

NUMBER	TITLE	DATE
752.202-1	DEFINITIONS	JAN 1990
752.204-72	ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS	APR 2018
752.209-71	ORGANIZATIONAL CONFLICT OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.219-71	MENTOR REQUIREMENTS AND EVALUATION	JUL 2007
752.222-71	NONDISCRIMINATION	JUN 2012
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	FEB 2012
752.227-14	RIGHTS IN DATA—GENERAL	OCT 2007
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	DEC 1991
752-228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL 2007
752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES	MAR 2015
752.231-72	CONFERENCE PLANNING AND REQUIRED APPROVALS	APR 2020
752.242-70	PERIODIC PROGRESS REPORTS	OCT 2007
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	OCT 2017
752-245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7004	EMERGENCY LOCATOR INFORMATION	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 CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7012	PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT	AUG 1995
752.7013	CONTRACTORS-MISSION RELATIONSHIPS DEVIATION	JUN 1989 JUN 2020
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990

752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	APR 2014
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991
752.7037	CHILD SAFEGUARDING STANDARDS	AUG 2016
752.7038	NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES OR SERVICES	OCT 2016
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES	JUN 2008

I.4 52.203-19 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.

(End of clause)

I.5 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

(a) Definitions. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

I.6 FAR 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION #M/OAA-DEV-FAR-22-01c)

(a) Definition. As used in this clause -
United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplaces published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>. While at a USAID workplace, covered contractor employees must also comply with any additional agency workplace safety requirements for that workplace that are applicable to federal employees, as amended (see USAID’s COVID-19 Safety Plan and Workplace Guidelines (Safety Plan)).

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part in the United States or its outlying areas.

[END OF CLAUSE]

Notice Regarding Any Court Order Affecting the Implementation of E.O. 14042

USAID will take no action to enforce the clause (FAR 52.223-99) implementing the requirements of Executive Order 14042, absent further written notice from USAID, where the place of performance identified in the contract is in a U.S. state or outlying area subject to a court order prohibiting the application of requirements pursuant to the Executive Order (hereinafter, “Excluded State or Outlying Area”). In all other circumstances, USAID will enforce the clause, except for contractor employees who perform substantial work on or in connection with a covered contract in an Excluded State or Outlying Area, or in a covered contractor workplace located in an Excluded State or Outlying Area. A current list of such Excluded States and Outlying Areas is maintained at <https://www.saferfederalworkforce.gov/contractors/>.

I.7 752.229-71 REPORTING OF FOREIGN TAXES (JULY 2007)

(a) The contractor must annually submit a report by April 16 of the next year.

(b) Contents of Report. The report must contain:

(1) Contractor name.

(2) Contact name with phone, fax and email.

(3) Contract number(s).

(4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this contract during the prior U.S. fiscal year.

(5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if 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).

(6) Any reimbursements received by the contractor during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.

(7) Report is required even if the contractor did not pay any taxes during the report period.

(8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

(1) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

(2) "Commodity" means any material, article, supply, goods, or equipment.

(3) "Foreign government" includes any foreign governmental entity.

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

(d) Where. Submit the original reports to the COR and the Payment Office as specified in Section G.

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

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

(End of clause)

I.8 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

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

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

TOTAL EXPENDITURES
[Document Number: XXX-X-XX-XXXX-XX]

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

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor: The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this SUBCHAPTER H—CLAUSES AND FORMS PART 752—SOLICITATION PROVISIONS AND CONTRACT CLAUSES 118 ADS Mandatory Reference AIDAR Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY:
TITLE:
DATE:

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

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

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

(End of clause)

I.9 AIDAR 752.7007 PERSONNEL COMPENSATION - JULY 2007

(a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract.

(b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the contracting officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

I.10 AIDAR 752.7036 USAID Implementing Partner Notices (IPN) Portal for Acquisition (July 2014)

a) Definitions

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

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

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

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

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

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

d) Processing of IPN Portal Modifications

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

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

- (1) (a) verify applicability of the proposed modification for their award(s) per the instructions provided with each modification; (b) download the modification and incorporate the following information on the SF30 form:

contract number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed modification (by email or hardcopy) to the CO for signature.

The contractor must not incorporate any other changes to the IPN Portal modification. Bilateral modifications provided through the IPN Portal are not effective until 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.

END OF SECTION I

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT No. TITLE

ATTACHMENT J-1: Approved Subcontracting Plan
From Proposal (TO BE ATTACHED AT AWARD)

ATTACHMENT J-2: Contractor and Major Subcontractor Policy for Workday, Workweek,
And Paid Absences From proposal (TO BE ATTACHED AT
AWARD)

ATTACHMENT J-3: Small Business Subcontracting Plan Template

ATTACHMENT J-4: Past Performance Report

ATTACHMENT J-5: Contractor Employee Biographical Data Sheet Form AID 1420-17

ATTACHMENT J-6: Mission Order 21

ATTACHMENT J-7: Budget Template

ATTACHMENT J-8: Disclosure of Lobbying Activities (SF-LLL)

ATTACHMENT J-9: Initial Environmental Analysis (IEE)

END OF SECTION J

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

K.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation, Number, Title, and Date) in accordance with FAR 52.252-2, "Clauses Incorporated by Reference," in Section I of this contract.

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
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	JAN 2017
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	JUN 2020

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the government (31 U.S.C. 7701(c)(3)).

If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: .

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal Government;

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt):

Corporate entity (tax-exempt):

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

(f) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

(End of Provision)

K.3 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2022)

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

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

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the Offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include 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) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

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

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

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 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.

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). 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.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 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.

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

(xv) 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.

(xvi) 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 products or commercial services.

(xvii) 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.

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

(xix) 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.)

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

(xxi) 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 \$92,319, the provision with its Alternate II applies.

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer *check as appropriate.*]

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

___(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

___(vii) 52.227-6, Royalty Information.

___(A) Basic.

___(B) Alternate I.

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

(d) The Offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size

standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

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

(End of provision)

K.4 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, *and* substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

K.5 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) (1) *Representation.* The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

K.6 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation (Nov 2015)

(a) *Definitions.* "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

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

- (1) It is, is not an inverted domestic corporation; and
- (2) It is, is not a subsidiary of an inverted domestic corporation.

(End of provision)

K.7 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

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

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

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

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

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

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

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

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

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

(2) *Examples.*

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

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

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

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

(ii) The Offeror has 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 non responsible.

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

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

(End of provision)

K.8 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options;
and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of 100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.

(d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

K.9 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that–

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

(End of provision)

K.10 52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2020)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5.5 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it

(1) Has filed all Federal tax returns required during the three years preceding the certification;

(2) Has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not , more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

K.11 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (NOV 2021)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) *Certification.* [Offeror shall *check either (1) or (2).*]

___(1) The Offeror certifies that—

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

___(2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) *Remedies.* The certification in paragraph (b)(1) 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 submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

K.12 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The Offeror represents that-

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

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

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

(End of provision)

K.13 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The Offeror represents that- (a) has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K.14 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

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

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

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

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

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

(End of provision)

K.15 Cost Accounting Standards Notices and Certification (Jun 2020)

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

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

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

I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

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

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

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

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

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

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

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

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

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

Yes

No

(End of provision)

K.16 52.230-1 Cost Accounting Standards Notices and Certification (Jun 2020)

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

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

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

I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

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

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

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

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

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

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

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

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

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

Yes

No

(End of provision)

END OF SECTION K

Section L- INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

This solicitation incorporates one or more solicitation provisions by reference with the same force and effect as if they were given in full text. 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 addresses:

- Federal Acquisition Regulation (FAR) - <https://acquisition.gov/browsefar>
- Agency For International Development Acquisition Regulation (AIDAR) - https://www.usaid.gov/sites/default/files/documents/1868/aidar_0.pdf

L.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following solicitation provisions and contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with FAR § 52.252-1, "Solicitation Provisions Incorporated By Reference." and FAR § 52.252-2, "Clauses Incorporated By Reference," in Section I of this contract. See <https://acquisition.gov/browsefar> for electronic access to the full text of FAR clauses, and <https://www.usaid.gov/ads/policy/300/aidar> for the full text of AIDAR clauses.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
<u>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)</u>		
52.204-7	System for Award Management	Oct 2018
52.204-22	Alternative Line-Item Proposal	Jan 2017
52.207-2	Notice of Streamlined Competition	MAY 2006
52.214-34	Submission of Offers in the English Language.	Apr 1991
52.214-35	Submission of Offers in U.S. Currency.	Apr 1991
52.215-1	Instructions to Offerors-Competitive Acquisition.	NOV 2021
52.215-22	Limitations On Pass-Through Charges-Identification Of Subcontract Effort	Oct 2009
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	Feb 1999
52.222-46	Evaluation of Compensation for Professional Employees	Feb 1993

52.222-56	Certification Regarding Trafficking in Persons Compliance Plan	OCT 2020
52.237-10	Identification of Uncompensated Overtime	Mar 2015

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

The Government contemplates award of one Cost-Plus-Fixed-Fee Completion contract resulting from this solicitation. However, USAID reserves the right to award more, or no awards than the anticipated number under this solicitation.

L.4 SERVICE OF PROTEST (SEP 2006)

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

Mr. Daniel Harter
Office of Contracts Management Officer

USAID/West Bank and Gaza

Ref: SOL 72029422R00001

Email: Dharter @usaid.gov

(b) The Offeror must submit a copy of the protest to the office designated above on the same day it files a protest with the GAO.

L.5 GENERAL INSTRUCTIONS TO OFFERORS

- (a) Single Award. USAID anticipates awarding one (1) contract as a result of this solicitation.
- (b) Additional definition(s) to those incorporated by reference under provision 52.215-1 in Section L.2, above.
 - (1) A “major subcontractor” is an organization whose proposed cost exceeds 20% of the Offeror’s total proposed cost.
- (c) Request for Proposal Instructions. If the Offeror does not comply with the instructions set forth herein, then the Contracting Officer may eliminate the proposal from further consideration. 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. See the cover letter, and subparagraph (g) below, for information on how and when to submit questions regarding the Solicitation.
- (d) Accurate and Complete Information. The Offeror must set forth accurate and complete information as required by this solicitation. 18 U.S.C. 1001 prescribes the penalty for making false statements to the Government.

- (e) Preaward Survey. USAID reserves the right to perform a preaward survey that may include but is not limited to: (1) the 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; and, 3) site visits to the Offeror's institution.
- (f) Offer Responsiveness. USAID will review all proposals received by the submission deadline for their responsiveness to the specifications detailed in this solicitation. At its discretion, USAID may not consider late or incomplete proposals.
- (g) Adherence to Section L. The Offeror must carefully and fully adhere to this Section L—Instructions, Conditions, and Notices to Offerors. Failure to comply with any of the requirements set forth in this section may result in the Contracting Officer eliminating the proposal from further consideration.
- (h) Offer Acceptability. USAID may determine an offer unacceptable if the offer does not comply with all of the terms and conditions contained in the solicitation and prospective contract, which includes, but is not limited to the following:
 - (1) Completion of Standard Form 33, Block 12 through Block 18;
 - (2) Submission of the proposed business, cost/price, and indirect cost information as required by Section B of this solicitation;
 - (3) Completion of electronic annual representations and certifications at SAM accessed via <https://www.acquisition.gov> as well as any other Representations, Certifications, and Other Statements of Offerors" in Section K; and
 - (4) Submission of information required by Section L or any other section of the solicitation.

If the offer complies with the instructions contained in the solicitation, and USAID accepts the offer, then the successful Offeror must comply with the terms and conditions of the resultant contract.

- (i) Proposal Preparation Costs. USAID will not pay for any costs incurred in the preparation and submission of a proposal.
- (j) Offer Validity. Offerors are required to indicate the duration of the validity of their offer in box 12 of the submitted SF 33 Form. USAID requires that Offerors include at least 180 days of validity from the date the offer is submitted to allow sufficient time to evaluate proposals and complete negotiations.
- (k) Government Obligation. The issuance of this solicitation does not obligate USAID in any way to award a contract. Further, USAID reserves the right to reject any and all offers if USAID considers such action in its best interest.
- (l) Late Submissions. The Government will process late submissions of offers in accordance with FAR § 15.208 and FAR § 52.215-1. If an offer is received late and is not eligible for consideration in accordance with FAR § 15.208 and FAR § 52.215-1, then USAID can reject that offer without evaluation.
- (m) Questions and Clarifications. The Offeror must submit all questions regarding this solicitation **only** to the email address indicated in the cover letter to this solicitation. The Offeror must not submit questions to any other USAID staff. The Offeror must submit questions via email **no later than the date and time indicated in the cover letter to this solicitation**. USAID will not accept any questions after this date unless otherwise provided in an amendment to the solicitation.

L.6 DELIVERY INSTRUCTIONS

This solicitation is advertised on www.sam.gov. The Offeror must submit electronic copies of its offer via email. The time and date of the electronic submission will count toward the determination as to whether the Offeror submitted a timely offer as described in Section L.4(k) above. Paper copies will not be accepted.

(a) The Offeror must send its proposal to the following email address:

WBGBREB@usaid.gov

(b) The Offeror must submit their proposal in two separate emails: one containing the Technical Proposal and one containing the Cost Proposal. However, as an email to USAID servers cannot exceed 25MB, the Offeror may send the proposal through multiple emails, indicating in the subject line of the emails whether the email relates to the technical or cost proposal and note the desired sequence of multiple emails and attachments (e.g., “Organization X, Cost Proposal, Part 1 of 4,” etc.). The Offeror must not send files in ZIP format or linked to a cloud .

(c) The Offeror must check its e-mail records to confirm that it successfully sent any and all attachments. If the Offeror discovers an error in its transmission, then the Offeror must resend the document and attachments again and note “Corrected Submission” in the subject line of the e-mail.

(d) The Offeror must only send the same email once. If the Offeror changes the contents of its proposal, then the Offeror must note “Corrected Submission” in the subject line of the email. Proposal modification will not be accepted after the solicitation closing date and time, unless otherwise determined by the Contracting Officer.

(e) Only one authorized individual in the Offeror’s organization should send e-mail submissions to avoid confusion, duplication, and congestion problems with the USAID email system.

(f) **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.**

Text Accessible. All information on electronic media must be provided. Cells must not be hidden nor password protected. Information used that is NOT included will render the calculations of that information unusable, and that information will not be evaluated or used in the evaluation process. All data and information must be included and must not be “implied”.

Calculations used on MS Excel spreadsheets must be visible and there must be no hidden or password protected cells or spreadsheets. All reference data and information must be made available for review.

Offerors must provide proposals in compatible MS Word (or PDF with Optical Character Recognition) and budgets as text accessible, MS Excel spreadsheets.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

A. General Instructions

The Technical Proposal in response to this solicitation must address how the Offeror intends to carry out the Statement of Work (SOW) contained in Section C. It must contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal must be organized by the technical evaluation criteria listed in Section M. The technical proposal must not merely repeat the contents of the SOW; rather, it will offer original, critical thinking and analysis, related to each component and it will tie the technical approach to deliverables and results to be achieved.

The Technical Proposal is limited to thirty (30) pages and must be written in English. The Offeror must use only standard 8 1/2" x 11" paper, single spaced. Only 12-point Times New Roman font may be used, with each page numbered consecutively at the bottom of the page. Page margins must be a minimum of one inch at the top, bottom, and each side. The font used in tables and charts may be adjusted as appropriate but may not be smaller than 9 points.

The following are considered part of the technical proposal but exempt from the page limitation:

- Cover page (not to exceed 1 page)
- ~~Standard Form 33 (SF 33)~~
- Executive Summary (not to exceed 1 page)
- Table of contents (as appropriate, does not count toward page limits)
- List of acronyms (as appropriate, does not count toward page limits)
- Dividers

Annexes: (do not count toward page limits, but Annexes are limited to 30 pages in total) The Annexes specified below are required and shall complement the technical proposal:

- Annex A: Organizational Chart and Staffing Plan
- Annex B: CVs/Resumes for Key Personnel.
- Annex C: Draft Activity Monitoring, Evaluation, and Learning Plan (AMELP), including results framework and indicators, as outlined in section F.7.
- Annex D: Draft Year One Work Plan, as outlined in section F.7.
- Annex E Past Performance Information

No additional attachments or annexes may be incorporated in the proposal to circumvent the page limitation. Pages that exceed the page limitation will not be evaluated.

B. Specific Instructions

The Technical Proposal shall include the following information:

Cover Page

The Cover Page must contain the following information:

- Title: Building Regional Economic Bridges (BREB) Activity
- Solicitation Number:
- Name of the Offeror
- Offeror ~~Data Universal Numbering System (DUNS)~~ **Unique Entity Identifier (UEI)**
- Offeror Taxpayer Identification Number (TIN)
- Offeror contact person, address, telephone number, and email address. Offerors are to acknowledge whether the contact person is the person with authority to contract for the Offeror, and if not, that person should also be listed along with their contact information.
- Name(s) of any consortium members/partnership
- Proposed Subcontractors listed separately, with Subcontractor DUNS and TIN listed including a clear annotation as to whether they are major, non-major, large or small businesses.
- Signature of Offeror's authorized negotiator.

Standard Form 33

~~Offerors must include the RFP Cover Page (SF 33) in their proposal— Blocks 12-18 completed and signed by the Offeror's authorized representative.~~

Executive Summary

The Offeror will briefly summarize its understanding of the SOW, its approach to achieving anticipated results, and its methodology for measuring and validating progress toward those results. The executive summary shall also briefly describe the proposed organizational structure and management and staffing arrangements. Technical Proposals must be organized in the following manner:

Factor I. Technical Approach

The Technical Proposal must present a clear, logical, and contextually appropriate approach to achieving the expected results set forth in Section C of the solicitation.

The approach must demonstrate the Offeror's understanding of the SOW, how it will ensure flexibility during implementation, how it will achieve results within the expected timeframe, and how progress and results will be tracked unambiguously and objectively. The approach must identify and address possible risks to completion of the results and offer a plan for sustaining results beyond the life of the activity. The Offeror's approach must build in contingencies and flexibility to ensure that progress toward the higher-level objectives of this activity is not derailed by the changing political or security situation.

Offerors must propose discrete technical tasks designed to deliver the expected results listed in Section C. Offerors may include as many technical tasks as desired and as aligned with the various components described in Section C. Offerors must include a discussion of how the grants-under-contract mechanism will be integrated across the activity components. Offers must analyze key considerations around sustainability of all interventions and throughout its approach.

In addition to the above technical approach narrative, As part of the Technical Approach, Offerors must propose four (4) additional activities per sub- objective/component in Section C **that are appropriate and well defined.** These activities will be incorporated into the final SOW **and Contractors will be held accountable for them during implementation.** For Offerors' consideration, the following are illustrative activities **that may** ~~to be~~ considered, among others, when developing the four (4) required activities per sub-objective/component:

Objective/Component 1: Facilitate Cooperative Exchange and Knowledge Sharing

- Foster commercial ventures among Palestinian and Israel and/or U.S. companies;
- Develop and implement faculty exchange programs;
- Develop and expand exchange programs focused on women's economic participation;
- Facilitate communication among businesses associations to advocate for enhanced movement for goods and services;
- Improve services (e.g., networking, referrals, professional development programs) at existing business associations to enhance cross-border commerce; and
- Support and develop business and professional mentorship programs for entrepreneurs and business owners.

Objective/Component 2: Foster New Markets

- Support trade missions to targeted markets;
- Provide export training courses to target businesses; and
- Assist businesses in sustaining growth and exports.

Objective/Component 3: Support Capacity Development of Entities to Enable Cooperative Exchanges

- Develop a pipeline of projects to support DFC investments.

Draft Year 1 Work Plan: A Draft Year 1 Work Plan shall be presented in an annex (Annex D). The Draft Year 1 Work Plan must show proposed year one tasks detailed by month and must specify a timetable for the implementation of all planned tasks, reflecting major milestones, deliverables, indicators, and targets as appropriate, and institutional responsibilities. The plan must include the steps to rapid project mobilization. The plan must address benchmark technical, management, and logistical requirements that include the planning and schedule for mobilization of key personnel, long-term expatriate and local staff.

Draft Activity Monitoring, Evaluation and Learning Plan (AMELP): A draft AMELP shall be presented in detail in an annex (Annex C) and summarized briefly in the Technical Approach. The draft AMELP must show a reasonable approach to gathering the information needed to monitor, evaluate, and manage activity performance and demonstrate its effectiveness to internal and external stakeholders, and must comply with the requirements of section F.6. The AMELP must clearly articulate the information needs, roles and responsibilities, and timeline of performance management tasks.

It should also clearly reflect on the Activity's theory of change and also present a logic model that illustrates these results, the causal and logical relationships between them, and the indicator and other performance data required to measure specific tasks proposed in the technical approach.

Factor II. Management Approach

The Offeror must:

- Describe how the approach will achieve and sustain activity objectives and results and ensure effective engagement with the range of local partners defined in Section C; and
- Describe how proposed staff, subcontractors/partners, and illustrative STTA are relevant and necessary for effective implementation; will contribute to achieving results; and will be managed in an effective way.

The overall description must specify the nature of organizational linkages between the prime contractor and any subcontractor, joint venture, or consortium entities; lines of authority and accountability; and plans for sharing resources and/or achieving cost savings.

If Offerors intend to develop institutional partnerships, teaming arrangements, and/or engage subcontractors in the implementation of the contract, the proposal shall identify and describe the roles and responsibilities of such local, regional, and/or international organizations. Exclusivity relationships with local partners are discouraged. The proposal must include a graphical depiction of the roles of proposed primes, major subcontractors, and/or other consortium members in program implementation. Offerors should explain the role of the home office in the implementation of the project and include lines of authority and decision-making. Internal financial and management controls should also be discussed to assure USAID that the Offeror, its subcontractors, and sub-grantees will manage U.S. taxpayers' money with accountability and with minimal bureaucracy.

The management approach shall include a proposed Organizational Chart and Staffing Plan (Annex A), which should relate directly to the approaches, strategies, and interventions to achieve Activity results. Short-term technical assistance and home office institutional support requirements should be described as well as administrative positions in order to demonstrate the administrative capacity to manage this project effectively. The staffing plan shall clearly list proposed personnel by position title, employment categories (USN, TCN or CCN), as well as these individuals' anticipated contributions to project efforts. Local staff, advisors, subcontractors and grantees should be provided prominent roles in the Activity and offered capacity building to assume greater responsibility and deliver higher-level results. Note: Offerors are not required to name long-term staff, other than key personnel, or provide CVs/resumes thereto, but should include in the staffing plan the desired complement of local personnel, including position titles, desired qualifications, and how their inclusion would best achieve the results of this project.

Key Personnel: The Contractor shall propose four key personnel necessary to obtain the results set out in the Statement of Work: (1) the Chief of Party (COP); (2) the Deputy Chief of Party (DCOP); (3) the Compliance Specialist; and (4) the Business Advisor.

The proposal must demonstrate qualifications and professional experience of key personnel (as stated in Section F) in CVs/resumes in Annex B. Each CV/résumé must show how the candidate being proposed meets the qualifications and the Activity's expectations. This includes clearly delineating the month and year of employment highlighted in the resume, so that the candidate's years of experience can be clearly determined or calculated. When it comes to demonstrating years of experience in a resume, Offerors should NOT make it USAID's responsibility to make assumptions or calculations to determine years of experience. Unless and until an Offeror has been awarded a contract and can knowingly provide employment, USAID strongly discourages the use of exclusivity agreements with personnel and/or sub-partners.

Factor III. Institutional Capability

The Offeror must describe its institutional capability (and that of its major subcontractors) to implement the proposed activity successfully and effectively.

The Offeror must describe the corporate experience of itself and any proposed major subcontractors, including prior/current contracts of a similar size and scope and in similar country settings. The Offeror must also describe its ability to work collaboratively and manage relationships with USAID, other USG stakeholders, and host-country government, private sector, and non-governmental stakeholders in the West Bank and Gaza.

Factor IV. Past Performance

(a) The Offeror (including all members of a Joint Venture) must provide past performance information for itself, teaming arrangements if any, and each major subcontractor. In addition to submitting the Past Performance Report (Attachment J-4), the Offeror must summarize past performance information;

1. List in Annex E to the technical proposal no more than three (each for the prime and any major subcontractor) of the most recent (the last five years) and relevant contracts for efforts similar to the work in the subject proposal. The most relevant indicators of performance are awards (being contracts, or orders, or cooperative agreements) of similar scope, size, and complexity. The Offeror must provide the Past Performance Information in the standardized format provided in Attachment J-4, Past Performance Report. The Offeror must provide a brief description of the work along with the results achieved.

2. Provide for each of the contracts/agreements listed above that are not in CPARS, a list of contact names, job titles, mailing addresses, phone numbers, email addresses, and a description of the performance to include:

- SOW 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 Offerors 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 objectives. This information is not included in the page limitation.

(d) Performance in Using Small Business (SB) Concerns (as defined in FAR 19.001).

1. This section (iv) is not applicable to offers from small business concerns.

2. As part of the evaluation of performance in Section M of this solicitation, USAID will evaluate the extent the Offeror 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 the Offeror's SB subcontracting plan or other similar small business incentive programs set out in the Offeror's contract(s).

3. 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 Offeror's' use of small business concerns over the past three years. Describe how small businesses were employed--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 the Offeror's compliance with SB subcontracting plan(s) or other similar SB incentive programs set out in the Offeror's contract(s) and explain any mitigating circumstances if goals were not achieved.

(B) To supplement the narrative summary in (A), provide 3 of recent [past three years] contracts for which the Offeror submitted subcontract reports to eSRS (FAR 52.219- 9(d)(10) and a copy of any similarly recent subcontracting reports if they were not submitted to eSRS.

L.8 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

(a) The Offeror must submit the cost proposal for the contract required cost information as a separate volume from the technical proposal. The submitted cost proposal will be evaluated as indicated in section M.

(b) The Offeror must present the cost proposal in US dollars ("USD").

(c) The Offeror must submit the cost proposal in the format specified in the Matrix as provided in Attachment J-7 to the RFP.

(d) The Offeror must prepare the cost proposal in Microsoft Excel 2010, compatible with a MS Windows operating environment, making all calculations and formulas visible. Invisible formulas

will render the Offeror's proposal invalid. As long as the files are compatible with a Microsoft Windows operating environment and are text accessible, the Offeror may use an Excel version higher than 2010, if necessary.

(e) Data Loss Liability. The Offeror assumes all responsibility for ensuring that USAID has received an accurate and complete version of the cost proposal—including any annexes or attachments thereto—through email. USAID is not responsible for data errors or data loss while either transmitting, converting, downloading, or printing the cost proposal.

(f) The Offeror must use the following page settings for both Microsoft Excel and PDF versions of the budgets contained in the cost proposal. Page Orientation: Landscape (Offerors must use Portrait orientation for non-budget items)

Scaling: Adjust to 65 (Minimum)

Page size: Letter

Margins: Top and Bottom 0.75

Margins: Left and right 0.7

Margins: Header and Footer 0.2

Repeat the header of a table on each page.

(g) Proposed budgets for major subcontractors must include the same cost breakdowns in their budgets as the prime. A separate sheet for Major Subcontractors is inserted in Attachment J-7, titled "BUDGET SPREADSHEET: MAJOR SUBCONTRACTOR COSTS (US\$)". If multiple major subcontractors are proposed, the Offeror shall add a sheet for each, following the same format. For major subcontractors proposed under a different contractual arrangement, the Offeror must provide sufficient detail and breakdown of cost/price to allow for a meaningful evaluation of cost/price in the opinion of the Contracting Officer. For example, if a Time and Material major subcontract is proposed, the Offeror must describe the composition of the proposed labor rates. All proposed labor must reflect the unburdened labor rate. The same requirement applies to any other loaded cost elements such as, but not limited to, fringe benefits and overheads. Absent such detail can render the Offeror's proposal invalid. Non major subcontractors must be addressed per the guidance under Part 2, below.

(h) The Offeror must use the budget format contained in Attachment J-7 to allow for meaningful comparisons. The Offeror may make minor adjustments to the format to accommodate its cost and pricing of its offer. If such changes are made, the Offeror must indicate them clearly in the narrative.

(i) The Offeror must not include burdened rates for itself and for subcontractors, if any. The Offeror must break down all direct and indirect costs to their component parts as further detailed in section (g) above.

(j) The Offeror must provide the Unique Entity Identifier (UEI) DUNS numbers for the prime Offeror and major subcontractors in the Cost Proposal. ~~If a SAM Unique Entity Identifier (SAM) is available, the number shall be provided as well.~~

(k) The Budget Narrative must support the proposed contract rates. It is the Offerors' responsibility to ensure that the information provided is sufficient to provide a basis for USAID and to allow for a complete analysis of each cost line item and subitem.

(l) The Offeror must organize the Cost Proposal as indicated in this Section.

The Cost Proposal does not have a page limit. The components of the Cost Proposal must be organized as follows (see preparation guidance below for all parts):

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. The Offeror must place the completed form in front of the cost proposal volume.

Part 2 - Proposed Costs/Prices

(1) Summary Budget - The Offeror must submit a summary budget for the five (5) years of performance. The summary budget must reflect summary cost information for each of the major budget categories for each of the contract years separately as synopsisized under Attachment J-7 and offer the program total for the entire contract, item for item in the spreadsheet. **The summary budget must be formula driven and roll up from the detailed tabs.**

(2) Detailed Budget - The Offeror must also submit a detailed version of its summary budget for the contract period. The detailed budget must reflect the breakdown of every estimated cost item for each category. The detailed budget must reflect these individual cost items for each of the contract years and then offer the program total for the entire contract, item by item in the last column of the spreadsheet as synopsisized under Attachment J-7. The Offeror also must include in the budget all anticipated costs for branding and marking and environmental compliance.

The detailed budget must be formula driven with unlocked cells and visible formulas. Please note that all budgets for major subcontractors must be linked to the summary budget and the "BUDGET SPREADSHEET: PRIME COSTS (US\$)" sheet.

(3) Major and non-major subcontractors- Major subcontractors' budgets must include the same format as that of the prime Offeror as detailed above. Non-major subcontractors are not required to submit separate detailed budgets and shall be included in the "BUDGET SPREADSHEET: PRIME COSTS (US\$)" sheet as further detailed below. **Should long-term project personnel be proposed under non-major subcontractors, the "Personnel Proposed" spreadsheet within Attachment J-7, Budget Template, shall include them.**

(4) Budget Narrative - Offerors must provide a detailed budget narrative that supports the cost estimates proposed, item for item, in the detailed budget. The budget narrative must provide sufficient information for conducting meaningful cost and cost realism analysis.

The budget narrative should describe the nature of individual cost items proposed and include a description of the source of that cost estimate (historical experience with the cost item, catalog price, vendor price quotes, etc.). Narratives for the individual cost items must provide a discussion of any estimated escalation rates where applicable.

The budget narrative must describe the nature of individual cost items proposed and include a description of the source of that particular cost estimate (historical experience with the cost item, catalog price, vendor price quotes, etc.). Narratives for the individual cost items must provide a discussion of any estimated escalation rates where applicable. Estimated costs proposed to exceed ceilings imposed by USAID or Federal procurement policy must be fully explained and justified.

The Offeror must submit a completed budget pursuant to the template set forth in Attachment J-7.

Standard Cost Elements

The following standard cost elements must be included in the budget and budget narrative, and include the minimum information required as applicable. The same cost element breakdown shall be included for any major subcontractors.

1) **Personnel** - FAR 31.205-6 and AIDAR 752.7007 provide for compensation for personal services. Direct salaries and wages for long-term and short-term expatriate staff, long-term and short term CCN staff, as well as home office support staff must be proposed in accordance with the Offeror's personnel policies and regulatory requirements. Salaries and wages for long-term staff must be based on the requirements of the positions proposed and the market value of the position and should NOT be based on the proposed individuals' salary histories. Unit costs for each proposed position, key or not, should be expressed in an amount per workday with the corresponding level of effort required for the position (number of workdays), and then calculated to a total cost for each cost period where the salary would be applicable.

Direct salaries and wages for long-term and short-term expatriate employees as well as home office support staff must not exceed the Contractor Salary Threshold (CST).

Salaries for long-term and short-term Third-Country National (TCN) and Cooperating Country National (CCN) employees must be in compliance with AIDAR 722-170. The Offeror must separate expatriate, TCN and CCN labor categories for short/long-term technical and administrative staff.

Pursuant AIDAR 752.7001 Fully executed biographical data sheets are required for (1) all individuals to be sent outside the United States, or (2) any employees designated as "key personnel" proposed under this RFP (form is Attachment J-5 of the RFP). Offerors must organize biodata sheets in order of the personnel names listed in the budget and the same order shall be maintained under the "Personnel List" sheet of Attachment J-7. The form must provide the basis for the proposed salary with supporting rationale for the market value of the position.

Narratives must provide a discussion of the estimated annual escalation of all salaries where applicable.

The Offerors should note the difference in short-term technical assistance (STTA) provided by employees vs. consultants. Consultants are to be treated as subcontractors. A plug figure must be included for each proposed consultant. A summary of the services anticipated under each of the plug figures must be discussed in the narrative.

2) **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 an agency of the Government, such rate should be used and evidence of its approval should be provided. If a fringe benefit rate has not been so approved, the Offeror should propose a rate and explain with sufficient detail how the rate was determined. If the latter is used, the narrative should include a detailed breakdown comprised of all items of fringe benefits (e.g., unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries.

3) **Allowances** - AIDAR 752.7028 provides for differentials and allowances with further references to Standardized Regulations. Allowances must be broken down by specific type and by person. Allowances must be in accordance with the Offeror's policies and the applicable regulations and policies established by the U.S. Department of State. The list of allowances can be accessed at this link: https://aoprals.state.gov/Web920/location.asp?menu_id=95.

4) **Travel, Transportation, and Per Diem** - FAR 31.205-46, AIDAR 731.205-46, and AIDAR 752.7032 provide for costs for transportation, lodging, meals, and incidental expenses. The proposal must indicate the number of trips, domestic and international, and the estimated cost per trip. In the narrative, Offerors must specify the origin and destination for each proposed trip and any layovers, where applicable. Per diems must be based on the Offeror's normal travel policies (Offerors may choose to refer to the Federal Standardized Travel Regulations for cost estimates).

Offerors must review all regulations related to travel and base its estimates on current regulations. Per diem rates may not exceed the USG Per Diem rates as published by the State Department and the General Services Administration (GSA). Offerors are strongly encouraged to use cost saving measures, such as TDY living quarters, reduced per diem rates, etc.

5) **Equipment and Supplies** - FAR 2.101 provides for supplies as well 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. Specify all equipment, materials, and supplies to be purchased, including the type, the manufacturer, the unit cost, the number of units to be purchased, and the expected geographic source. Goods and services provided by Offerors under this USAID-financed award are subject to the 937 Geographic Code. A short statement as to why a specific number of units of each equipment category is being proposed must be provided.

6) **Contractual (Subcontracts/Consultants)** - FAR 44.101 provides for any contract entered into by a subcontractor to furnish supplies or services for performance of a prime Offeror or as subcontractor. Information sufficient to determine the reasonableness of the cost of each specific subcontract and consultant expected to be hired must be included. Similar information should be provided for all consultants as it is provided under the category for personnel. FAR 31.205-33 provides for services rendered by a person who is a member of a particular profession or possesses a special skill and who is not an officer or an employee of the Offeror. This requirement also applies to awards with consortium members.

7) **Other Direct Costs** - FAR 31.202 and FAR 31.205 provides for the allowability of direct costs and many cost elements.

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

8) Grants Under Contracts (GUCs): The anticipated figure for GUCs, \$20M, is already contained in the budget. A separate fixed fee ceiling applicable to GUCs shall be proposed per item 13, below. Furthermore, USAID will not make advance payments; however, as described in FAR Part 32, USAID may consider using a Letter of Credit (LOC) for the GUC portion of this RFP. Offerors requesting the use of a LOC must justify its use, specifically the programmatic benefits of such financing. USAID, at the proposal stage, is not making any commitment to approve the use of an LOC. Therefore, Offerors should not make any assumptions in terms of financing needs during implementation of the potential contract.

9) Include a line in the Budget with the Total Direct Costs.

10) Indirect Costs (Overhead, G&A and Material Overhead) - FAR 31.203 and FAR 42.700 provides instructions for those remaining costs (indirect) that are to be allocated to intermediate or two or more final cost objectives. Indirect costs and bases are provided for in an Offeror's indirect cost rate agreement with the Government, or if approved rates have not been previously established with the Government, a breakdown of bases and pools as a method of determining the rates and description of costs. Please provide a copy of the latest negotiated indirect cost rate agreement (NICRA) for prime and proposed major subcontractors.

The prime and all major subcontractors may propose lower overhead rates than their established Negotiated Indirect Cost Rate Agreement (NICRA) and **must** sign the letter found in ADS 300, Mandatory Reference for Best Practices Guide for Indirect Costing. Indirect rates proposed cannot be higher than the rates established in their Negotiated Indirect Cost Rate Agreement (NICRA). Please read further instructions below if your organization does not have a NICRA. Offerors may propose a single ceiling rate covering the term of award or a ceiling rate in each applicable contract year. If an annual ceiling rate is proposed, USAID will average the ceiling indirect rates and use that figure for

If the Offeror or proposed major subcontractors do not have a cognizant Government Audit Agency, the proposal must include:

i. 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) must be included in the proposal. The profit and loss statements will 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

ii. 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 financial statements.

EXEMPTIONS FOR SMALL BUSINESS OFFERORS

All the above instructions apply to small business Offerors. However, if the small business Offeror does not have a NICRA, the proposal must include either Audited Financial Statements or Reviewed Financial Statements as defined below. Failure to submit the information below will render the proposal, in its entirety, non-compliant.

1. Audited Financial Statements provide the auditor's opinion that the financial statements are presented fairly, in all material respects, in conformity with the applicable financial reporting framework. In an audit, the auditor is required by auditing standards generally accepted in the United States of America (GAAS) to obtain an understanding of the entity's internal control and assess fraud risk. The auditor also corroborates the amounts and disclosures included in the financial statements by obtaining audit evidence through inquiry, physical inspection, observation, third-party confirmations, examination, analytical procedures and other procedures. The auditor issues a report that states that the audit was conducted in accordance with CAAS, the financial statements are the responsibility of management, provides an opinion that the financial statements present fairly in all material respects the financial position of the company and the results of operations are in conformity with the applicable financial reporting framework (or issues a qualified opinion if the financial statements are not in conformity with the applicable financial reporting framework. The auditor may also issue a disclaimer of opinion or an adverse opinion if appropriate).
2. Reviewed Financial Statements provide a certified CPA accountant's (referred to as "Accountant" or "CPA" herein) review; the accountant is not aware of any material modifications that should be made to the financial statements for the statements to be in conformity with the applicable federal financial reporting framework. During a review engagement, the Accountant obtains limited assurance that there are no material modifications that should be made to the financial statements. Therefore, the objective of a review of the financial statements is to obtain limited assurance that there are no material modifications that should be made to the financial statements. A review does not include obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records; or other procedures ordinarily performed in an audit. The CPA issues a report stating the review was performed in accordance with Statements on Standards for Accounting and Review Services; that management is responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework and for designing, implementing and maintaining internal control relevant to the preparation.

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

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

11) **Include a line in the Budget with the Total Indirect Costs.**

12) **Include a line in the Budget with the Total Estimated Costs.**

13) **Fixed 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 analysing profit or fee. Offerors may not propose a fixed fee percentage above the statutory limit (10%) set forth in FAR 15.404-4. Any proposed fee must be supported with the rationale supported by application of the profit-analysis factors. Fee must not be applied to the fee/profit of subcontracts.

The Detailed Budget must include a tab with the fee schedule found in Section F.8. In accordance with Section B.7, the Offeror is reminded that some of the results/deliverables in Section F.8 will be linked to payment of a portion of the fixed fee. USAID may withhold a negotiated amount of fee if the contractor does not meet the completion of deliverables and acceptance by USAID.

14) **GUC Fixed Fee:** Offerors must propose a reasonable fixed fee. In the determination for a reasonable fee, factors stated in FAR 15.404-4(d)(1)(i) through (vi) shall be considered. Offerors may not propose a fixed fee percentage above the statutory limit (10%) set forth in FAR 15.404-4.

15) Include a line in the budget with the **Total Estimated Cost-plus fixed fee**

Part 3– Representations, Certifications, and Other Statements of Offerors

1) Offerors and proposed subcontractors must ensure they are registered with CCR (www.sam.gov) per FAR part 4.

2) The Offeror and each proposed subcontractor must complete Section K, "Representations, Certifications, and Other Statements of Offerors. The Offeror must provide a signed and dated Section K. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract (i.e., sections A through K). The Government advises prospective Offerors to read the terms and conditions of the prospective contract carefully and to refer any questions of interpretation to the Contracting Officer in writing.

Part 4 - Policies and Procedures

The Offeror must submit a copy of its personnel policies, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc. The CO may determine that a pre award survey is necessary (see FAR 9.106).

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

(1) The Offeror and each proposed major 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 covered.

(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 major subcontractors must describe their workday and work week policies.

(3) The workday and work week policies and the method of accounting for paid absences for the Offeror and major subcontractors in effect at time of award must remain in force throughout the period of the award.

Part 6 - Subcontracting Plan and Small Business Concerns

The Offeror and each proposed subcontractor must complete Section K, "Representations, Certifications, and Other Statements of Offerors. The Offeror must provide a signed and dated Section K.

If the Offeror is other than a small business, it must submit a Subcontracting Plan.

Subcontracting plans must address the goals and the various types of small businesses that are specified in the subcontracting plan template provided in Attachment J-3. This plan includes small-disadvantaged businesses, women-owned businesses, HUBZone businesses, and service-disabled veterans-owned businesses or the SB subcontracting goal may be determined to be unacceptable.

Approved Small Business Subcontracting Plans will be attached to the resulting contract as part of Section J, Attachment J-1.

Part 7 - Joint Venture Information.

If two or more parties have formed a partnership, subsidiary or joint venture (see FAR Subpart 9.6), for the purposes of submitting a proposal under this Solicitation and, if selected, would perform the contract as a single entity, they must submit, as an attachment to the Cost/Business Proposal, the Corporate Charter, By-Laws, or Joint Venture or Partnership/Subsidiary Agreement. In addition, the teaming arrangements must be identified, company relationships must be fully disclosed, and respective responsibilities and method of work must be expressly stipulated.

The joint venture or partnership/subsidiary agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation under the resultant contract, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared. In addition, the principles to the joint venture or partnership/subsidiary agreement must agree to be jointly and severally liable for the acts or omissions of the other.

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, as detailed below. A simple reiteration of each part with a reassurance that the Offeror is compliant will be considered insufficient.

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:

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

(7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, Small Business subcontracting, etc.)

However, in the case of a small business Offeror, the Contracting Officer will comply with FAR 19.6.

Part 9 - Consent to Subcontractors

Requests for Consent to subcontract for major and non-major subcontractors shall be submitted post award.

Part 10 - Legislative Reporting Information

Provide the following information in a separate page; this information will be used for Congressional reporting if your organization is selected:

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

- The 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.

Part 11 - Branding Implementation and Marking Plan as further detailed in Section L.9 below

L.9 INSTRUCTIONS FOR THE PREPARATION OF BRANDING

IMPLEMENTATION AND MARKING PLANS

In accordance with Section D of this solicitation, the Offeror must submit a Branding Implementation Plan (BIP) and Marking Plan (MP). The BIP will be included in and made a part of the resulting contract. The BIP and MP will be negotiated within the time that the Contracting Officer specifies. Failure to submit and negotiate a BIP or MP will make the Offeror ineligible for award of a contract. The cost proposal must include all estimated costs associated with the Branding Implementation Plan and the Marking Plan.

Offeror(s) must submit BIP and MP as a separate attachment (Part 12) to the Cost Proposal. The BIP and MP will not be evaluated. Offerors will be required to submit formal and detailed Branding Implementation and Marking plans for final review before award if included in the competitive range.

Branding Implementation Plan (BIP):

The Offeror must describe in its Branding Implementation Plan how the activity will be communicated to the beneficiaries and promoted to host-country citizens. It must outline the events and materials the Offeror will use to deliver the message that the assistance is from the American people.

More specifically, the BIP must address the following:

- How to incorporate the message, “This assistance is from the American people,” in communications and materials directed to beneficiaries, or provide an explanation if this message is not appropriate or possible.
- How to publicize the program, project, or activity in the host country and a description of the communication tools the contractor will use. Such tools can include the following:
 - Press releases.
 - Press conferences.
 - Media interviews.
 - Site visits.
 - Success stories.
 - Testimonials from beneficiaries.
 - Professional photography.
 - Public Service Announcements (PSAs).
 - Videos.
 - Webcasts.
 - E-invitations or group emails.
 - Social media; and
 - Other Internet activities, etc.

The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people, or an explanation for the reasons why branding and marking is not appropriate or possible:

- Such milestones can be linked to specific points in time, such as the beginning or end of a program, or to specific opportunities, such as the publication of research findings or program successes.

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

- Launching the program
- Announcing research findings
- Publishing reports or studies
- Spotighting trends
- Securing endorsements from ministries or local non-governmental organizations; and
- Communicating the impact/overall results of the program.

Marking Plan (MP):

The Offeror must develop a Marking Plan to enumerate the public communications, commodities, and activity materials and other items that visibly bear or will be marked with the USAID Standard Graphic identity. Where applicable, a host-country government or ministry symbol may be added.

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

L.10 Waivers under FAR Part 4.2101 Prohibition On Covered Telecommunications And Video Surveillance Services and Equipment (December 2021)

(a) This solicitation and any resultant award(s) is subject to the requirements of section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115–232) as implemented through FAR 52.204-24 and FAR 52.204-25 of this solicitation.

(b) Waivers.

(1) The submission of an offer where the Offeror makes a representation at paragraph (d)(2) of the provision at FAR 52.204–24 that it “does” use covered telecommunications equipment or services will mean the Offeror is seeking a waiver.

As part of the disclosure requirements under the provision FAR 52.204–24 submitted as part of the offer, the Offeror/Contractor must describe the circumstances (including in-country circumstances) where the Offeror/Contractor uses covered technology. This must include an identification of whether the covered technology is provided by communications service-providers, such as internet, cell phone, landline or others; the specific country where it is used; whether a Section 889-compliant alternative is or is not available in the specific country where the covered technology is being used based on the Offeror's/Contractor's reasonable inquiry; and a description of the presence of any other covered technology, whether it be in any internal systems or elsewhere in the supply chain.

(2) If an existing waiver does not apply, USAID does not guarantee that waiver requests from such an Offeror will be considered; USAID may make an award to an Offeror that does not require a waiver. Where agency needs do not permit time to obtain a waiver, USAID may move forward and make an award to an Offeror that does not require a waiver. Per FAR 4.21, USAID will not make an award to an Offeror(s) that does not receive the approved waiver.

(3) Where USAID decides to initiate the formal Agency waiver process:

- (i) The CO will require the apparently successful Offeror(s) to submit the information in paragraph (4) of this section. Alternately, Offerors may provide the information with their initial proposal, at their discretion. Offerors must appropriately mark the appropriate portions of their submission as Proprietary Data where applicable.
- (ii) For Indefinite Delivery contracts under (48 CFR) FAR subpart 16.5, waiver requests will be addressed prior to award of the basic contract.
- (iii) In the event that the waiver is not approved, the Contracting Officer will notify the Offeror.

(4) Additional submission requirements:

(i) A compelling justification for the additional time to implement the requirements under 889(a)(1)(B). The justification must:

- a. State the amount of additional time requested to meet the requirements of the statute (No Agency waiver will be authorized to extend beyond August 13, 2022); and
- b. Provide an explanation supporting the requested time period, to include the time required to implement the Phase out Plan described below.

(ii) A full and complete laydown of the presences of covered telecommunications or video surveillance equipment or services in the entity's supply chain to include:

- a. Complete technical design documentation of where, how, and what covered equipment or services are being used by the Offeror;
- b. Technical architecture diagram of where the covered technologies are being used (for the system, equipment, service); and
- c. Description of how the covered technologies are being used, how often the covered technology is used by the Offeror, and what data traverses the technology.

(iii) A Phase-Out Plan for eliminating the covered equipment or services from the Offeror's systems, including the covered equipment or services identified in the laydown. The Plan must include:

- a. Description of how the Offeror will eliminate all covered equipment or services by the date specified in (4)(i)(b) above;
- b. When applicable, milestones and timeframes for providing updates to the COR on the Phase-Out Plan implementation;
- c. Identification of other available options;
 - i. Replacement of covered equipment and systems, as applicable;
 - ii. Accessibility of the alternative equipment and systems, as applicable; and
- iii. In the case of covered services, the proposed use and availability of other service provider(s) without the covered technologies in the supply chain.

(iv) Pending waiver requests/Approved waivers:

- a. Pending - Solicitation Number/title/Issuing Office (Mission or USAID/W) of those offers where the CO has requested the information under this provision.
- b. Approved Waivers - Award number/title/Issuing Office (Mission or USAID/W)

End of Provision

END OF SECTION L

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

- a. The Government intends to award a contract without discussions with Offerors in accordance with FAR 52.215-1. The Government reserves its rights to hold discussions should they be deemed necessary. Offerors are advised to submit their best technical and cost proposals in the initial offer.
- b. The Government will evaluate proposals in accordance with this Section (Section M) of this RFP and award a contract to the responsible Offeror whose proposal represents the best value to the U.S. Government. “Best value” is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical, cost, and other factors.
- c. Proposals will be evaluated and scored by a technical evaluation committee using the evaluation criteria stated herein. The evaluation committee may include industry experts who are not employees of the Federal Government. When evaluating the competing proposals, the Government will consider the written qualifications and capability information provided by Offerors, and any other information obtained by the Government through its own research.
- d. Technical evaluation factors other than cost or price when combined are considered significantly more important than cost or price *in accordance with FAR § 15.304(e)(1)*. The technical proposal will be scored using the criteria shown in this section. The criteria below are presented by major category, in descending order of importance, so that Offerors understand which areas require emphasis in the preparation of the technical proposals.
- e. The Contracting Officer will make the award to the Offeror whose proposal offers the best value to the Government considering both technical factors and cost.
- f. Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which Offerors should address in their proposals.
- g. Cost is not a weighted factor, however, when technical proposals are essentially equal, then cost/price may become the determining factor in source selection.

M.2 DETERMINATION OF COMPETITIVE RANGE

- A. If the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.
- B. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal.

- C. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive.
- D. The Government may exclude an offer requiring extensive discussions, a complete rewrite, or major revisions, to allow an Offeror unfair advantage over those more competitive offers.
- E. In accordance with FAR 52.215-1(f), the Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the factors as set forth in this solicitation.

M.3 TECHNICAL EVALUATION CRITERIA (L.7)

- (a) The Offeror should note that the evaluation factors and subfactors presented below serve as the standard against which USAID will evaluate all proposals.
- (b) USAID will evaluate offers on the basis of the below technical evaluation factors in a **descending order of importance**. Thus, Evaluation Factor I is more important than Evaluation Factor II. Evaluation Factor II is more important than Evaluation Factor III and Evaluation Factor III is more important than Evaluation Factor IV.

<i>Factor Number</i>	<i>Technical Evaluation Factors</i>
I.	Technical Approach
II.	Management Approach
III.	Institutional Capability
IV.	Past Performance

I. Technical Approach (L.7)

The extent to which the Offeror's proposal demonstrates innovation, flexibility, clarity, and realism in its approach to project implementation, as well as an understanding of the requirements and the efforts requisite for effective, sustainable and successful achievement of the objectives outlined in Section C.

II. Management Approach (L.7)

The extent to which the approach (through the management plan, staffing plan and proposed personnel) will ensure that the Activity achieves and sustains objectives; engages and manages sub-contractors/partners in an efficient way; engages effectively with the range of local partners defined; and ensures flexible and adaptable management approaches. In addition, the extent to which the proposed key personnel and their experience are relevant and necessary for the effective implementation of the activity.

III. Institutional Capability (L.7)

The extent to which the Offeror, including its major sub-contractors, convincingly demonstrate their institutional experience to successfully and effectively implement the proposed project and technical approach across all components. Offerors and their proposed major subcontractors will be evaluated on the depth of their corporate experience to include prior/current projects of a similar nature in developing countries.

IV. Past Performance (L.7)

The Offeror will be evaluated on the evidence of the quality of recent and relevant work in carrying out similar work of the same scope and magnitude to that is described in Statement of Work, Section C of the RFP.

(a) Past Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the Offeror/ major subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided in 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. All factors are weighed equally.

- (1) Relevance of previous contracts in terms of work described in the SOW.
- (2) Quality of product or service, including consistency in meeting goals and targets.
- (3) Cost control, including forecasting costs as well as accuracy in financial reporting.
- (4) Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient completion of tasks.
- (5) Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements.
- (6) Regulatory compliance – the contractor's record of compliance with the applicable regulations.
- (7) For prime Offerors who are not small business concerns, their utilization of Small Business concerns as subcontractors, including efforts in achieving small business participation goals.

(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. Offerors with no relevant past performance history will be evaluated in accordance with FAR 15.305(a)(2).

Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an Offeror's performance.

M.4 PRICE/COST EVALUATION

USAID will not award evaluation points to or score cost proposals, and the relative importance of cost is significantly less than technical factors. However, cost proposals submitted will be considered in making the best value determination in accordance with FAR Subpart 15.4. Therefore, the closer the technical evaluation scores of the various proposals are to one another, the more important cost considerations will become. Evaluation of the cost proposal will be considered, but will not be limited to, the following:

- A. Cost reasonableness, cost realism and completeness of the cost proposal and supporting documentation: The FAR states that "cost realism means that costs in an Offeror's proposal are realistic for the work to be performed; reflect a clear understanding of the requirements, and are consistent with the various elements of the Offeror's technical proposal," whereas cost reasonableness is an analysis to determine if the price or cost is consistent with what a reasonable person would pay for the same or similar item. Proposals requiring significant adjustments to arrive at probable cost may be construed to lack understanding of the technical requirements and unrealistic and downgraded accordingly. Competition is anticipated to serve as the basis for establishing fairness and reasonableness of cost/price.
- B. Consistency with the technical proposal and overall cost control/cost savings evidenced in the proposal (avoidance of excessive salaries, excessive home office visits, and other costs in excess of reasonable requirements);
- C. Amount of the proposed fee, if any; and, the competitiveness of ceilings for fees and indirect rates, if any.

USAID will not perform a cost and price analysis for those proposals found technically unacceptable during the technical evaluation or found incomplete/unacceptable in not complying with all of the terms and conditions of the RFP.

M.5 SOURCE SELECTION

This procurement utilizes the tradeoff process set forth in FAR 15.101-1 to reach a best value decision for the USG. In using a best value approach, the Government seeks to award to the Offeror whose proposal provides the greatest confidence that it will best meet or exceed the Agency's requirements affordably in a way that will be advantageous to the government.

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.

Pursuant to FAR 15.308 the source selection authority's decision shall be based on comparative assessment of proposals against all source selection criteria in the solicitation, and the source selection decision shall represent the SSA's independent judgment.

Note: In accordance with FAR 52.215-1, the Government may award a contract without conducting discussions; except clarifications as per FAR 15.306(a). Offerors are advised to submit their best technical and cost proposals in the initial offer.

END OF SECTION M