



Issuance Date: **August 27, 2020**
Questions Due Date/Time: **September 11, 2020, 5:00pm Monrovia time**
Anticipated Date of Response to Questions: **September 18, 2020**
Proposal Due/Closing Date/Time: **October 2, 2020, 5:00pm Monrovia time**
Oral Presentations: **Tentatively from October 7-23, 2020,
USAID/Liberia Mission**

SUBJECT: REQUEST FOR PROPOSALS (RFP) No.: 72066920R00008 PEER Youth Activity (PEER)

The United States Government, represented by the U.S Agency for International Development in Liberia (USAID), is seeking proposals from qualified U.S. or non-U.S., non-profit or for-profit organizations to support the Government of Liberia in its PEER Youth Activity priorities. This procurement will be conducted under **Full and Open Competition procedures, pursuant to Part 6 and 15 of the Federal Acquisition Regulation (FAR)**. Authorized Principal Geographic Code for this solicitation is 937 – Default. NAICS Code for this solicitation is 541990 – All Other Professional, Scientific and Technical Services.

USAID anticipates awarding a Cost-Plus-Fixed-Fee completion-type contract for a maximum five (5) year period of performance as a result of this RFP. USAID also anticipates that the total estimated cost will range between twenty to twenty-one million US dollars (US\$20M to \$21M.) The PEER activity covers objectives that are intended to improve and provide 20,000 targeted Liberian youth ages 15-29 with a range of sustainable opportunities, tools, and support systems that enable them to improve their livelihoods and increase their abilities to contribute as both economically- and socially-productive and engaged family and community members.

This solicitation requires the offeror’s proposal to be furnished via an oral presentation. At least two of the proposed key personnel must present the offeror’s technical approach. Section L of the RFP sets forth all instructions for the preparation and submission of required proposal content and the oral presentations. Section M states the criteria by which proposals will be evaluated.

Offerors are responsible for ensuring oral presentations and cost proposals are received at USAID by the due date and time as specified in this cover letter. Failure to comply with the submission date and time will deem any submission unacceptable and it will not be reviewed or evaluated.

USAID expects that offerors will have equal access to all local organizations needed to implement this contract and strongly discourages exclusivity agreements with local/regional organizations as this limits USAID’s ability to receive the best services.

This RFP can be viewed and downloaded from <https://beta.sam.gov/> USAID bears no responsibility for data errors resulting from transmission or conversion processes. Further, be

aware that amendments to solicitations are occasionally issued and will be posted on the same website. USAID advises to regularly check the above website for amendments.


Interested firms can register and use the Interested Vendor List (IVL) accessible through this solicitation on <https://beta.sam.gov/>, so that firms can contact one another for consideration of teaming arrangements and/or small business subcontracting opportunities in response to this solicitation. USAID encourages the participation to the maximum extent possible of all small business concerns in this activity or as a subcontractor in accordance with FAR Part 19.

Questions and comments related to this RFP must be in writing only and submitted electronically no later than the questions due date/time stated above to Edward S. Lamin, Acquisition and Assistance Specialist, at elamin@usaid.gov, with copies to the attention of Judy J. Webb, Contracting Officer at jwebb@usaid.gov, and Ruth Caesar-Hne, Acquisition and Assistance Specialist at rcaesar-hne@usaid.gov. No questions will be accepted after the stated date.

USAID may consolidate response(s) to questions/comments and will post all responses as an amendment to this RFP.

Issuance of this RFP does not obligate the United States Government to make an award, nor does it commit the U.S. Government to pay for any costs incurred in the preparation or submission of proposals. Furthermore, the U.S. Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the U.S. Government.

Sincerely,

ANDREA MARIA
PLUCKNETT (affiliate)  Digitally signed by ANDREA
MARIA PLUCKNETT (affiliate)
Date: 2020.08.27 09:21:22 -04'00'

Andrea M. Plucknett
Contracting Officer

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)		RATING N/A	PAGE 1	OF 1	PAGES 126
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 72066920R00008		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 08/28/2020	
7. ISSUED BY U.S. Agency for International Development c/o U.S. Embassy Monrovia, 502 Benson St. 1000 Monrovia, 10 Liberia		CODE		8. ADDRESS OFFER TO (If other than item 7) Same as item 7			
6. REQUISITION/PURCHASE NUMBER REQ-669-20-000020							

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

SOLICITATION

9. Sealed offers in original and **one electronic** copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in **See Cover Letter and Section L** until **05:00pm** local time **October 2, 2020**
(Hour) (Date)

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

10. FOR INFORMATION CALL:	▶	A. NAME Edward S. Lamin	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS elamin@usaid.gov
		AREA CODE 231	NUMBER 776777000	EXT. 7138		

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		▶	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	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE
AREA CODE	NUMBER					

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 253 (c)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		▶ ITEM	
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY Controller's Office USAID/Liberia, c/o US Embassy 502 Benson Street, 1000 Monrovia 10, Liberia CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) Andrea M. Plucknett		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

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

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ACRONYMS LIST

AMELP	Activity Monitoring, Learning, Evaluation, Evaluation & Plan
AYP	Advancing Youth Project
CDCS	Country Development Cooperation Strategy
CFR	Code of Federal Regulations
CLA	Collaborating, Learning and Adapting
COP	Chief of Party
CO	Contracting Officer
COR	Contracting Officer's Representative
DOC	Development Outreach Communication
DPO	Disabled People's Organization
GOL	Government of Liberia
GUC	Grants Under Contracts
IR	Intermediate Result
J2SR	Journey to Self Reliance
MOE	Ministry of Education
MOYS	Ministry of Youth and Sports
MPHSS	Mental Health and Psychosocial Support
PEER Youth	Positive, Educated, Employed and Resilient Youth
PWS	Performance Work Statement
PYD	Positive Youth Development
PYPP	President's Young Professionals Program
SBC	Social Behavior Change
SOO	Statement of Objectives
Sub IR	Sub Intermediate Result
RF	Results Framework
RTA	Responsive Technical Assistance
TA	Technical Assistance
TBD	To be Determined
TVET	Technical and Vocational Education and Training
USAID	United States Agency for International Development
USG	United States Government
VSLA	Village Savings and Loans

PART I – THE SCHEDULE

Section B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to provide the services and deliverables that fall within the Performance Work Statement (PWS) as specified in Section C to implement the PEER Youth Activity.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) completion-type contract consistent with Federal Acquisition Regulation 16.306(d)(1). For the consideration set forth below, the Contractor must achieve the performance objectives and deliverables or outputs described in Sections C and F, in accordance with performance standards specified in Section E, and otherwise comply with all contract requirements.

B.3 ESTIMATED COST, FIXED FEE AND OBLIGATED AMOUNT

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee is \$_____. The fixed fee is \$_____. The estimated cost plus fixed fee is \$_____.

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$_____. The Contractor must not exceed the aforesaid obligated amount.

(c) Payment of fixed fee will be made upon receipt of a proper invoice and must directly correspond to the percentage of allowable costs being paid and the fee payment schedule in Section B.8. In accordance with FAR 52.216-8, Fixed Fee, the Contracting Officer (CO) may withhold an amount not to exceed 15% of the total fixed fee or \$100,000, whichever is less, until the required award conditions under the reference clause have been met in order to protect the Government's interest.

(d) Funds obligated hereunder are anticipated to be sufficient through *{TBD based on the date of award}*.

B.4 BUDGET

The total cost (stated below) for the budget categories specified below may not be adjusted without a modification to the contract signed by the Contracting Officer. No amounts in excess of the amounts specified for each cost category will be billed against the contract.

SUMMARY BUDGET					
CONTRACT LINE ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	TOTAL
Salaries and Wages					
Fringe Benefits					
Travel, Transportation & Per Diem					
Allowances					
Other Direct Costs (ODCs)					
Subcontracts					
Total Direct Cost					
Indirect Costs					
Fixed Fee					
TOTAL COST PLUS FIXED FEE					

B.5 INDIRECT COSTS

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases for the prime contractor and its major subcontractors (major subcontractor means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract and whose proposed cost exceeds 20% or more of the technical effort or will furnish supplies or services for performance of a prime contractor for a key element of the RFP):

Prime: Description*	Rate	Base***	Type	Period**
TBD	TBD	1/	1/	1/
TBD	TBD	2/	2/	2/

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

2/ Base of Application:
TBD Type of Rate

TBD Period: TBD

Major Subcontractor(s):

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

1/ Base of Application:

TBD Type of Rate:

TBD Period: TBD

2/ Base of Application:

TBD Type of Rate

TBD Period: TBD

* Description or type of rate indicated as a percentage, e.g., G&A

** Period, e.g., CY 2009

*** Base, e.g., Direct Labor for Labor Overhead

B.6 COST REIMBURSABLE

The U.S. dollar costs allowable will 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, FAR 52.232-20, "Limitation of Cost" and FAR 52-232-22, "Limitation of Funds," and AIDAR 752.7003, Documentation for Payment.

B.7 MULTI YEAR CONTRACT

The contract is subject to the requirements of FAR 17.106. However, this is a Cost Plus Fixed Fee type contract where the Contractor is authorized to be reimbursed for all costs which are allowable in accordance with FAR 52.216-7, "Allowable Costs and Payment." Therefore, the Contractor will not incur any costs which would have been amortized over the life of the contract should the contract be cancelled in accordance with FAR 52.217-2. If cancellation under the clause at 52.217-2, "Cancellation Under Multi-year Contracts" occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling defined as follows:

Cancellation Dates

Contract Year 1: NA NA
 Contract Year 2: DATE TBD, [Award year + 1 year]
 Contract Year 3: DATE TBD, [Award year + 2 year]
 Contract Year 4: DATE TBD, [Award year + 3 year]
 Contract Year 5: DATE TBD, [Award year + 4 year]

Cancellation Ceiling

NA
 Cancellation Ceiling: TBD
 Cancellation Ceiling: TBD
 Cancellation Ceiling: TBD
 Cancellation Ceiling: TBD

B.8 SCHEDULE - PAYMENT FEE

The Contractor may earn and be paid all or a portion of the total fee based on performance under this contract. Payment of the Contractor's fee is tied to the accomplishment of performance

objectives and deliverables in Sections C, D and F that are specified in Table 1 below.

These deliverables and targets will be finalized with the COR. If the Contractor does not reach the deliverables/target, the Contractor will not be paid any of the fees associated with that deliverable/target, as full contract completion will not have been demonstrated.

Pursuant to FAR 16.306(d), the fixed fee payable under this contract will be tied to the execution of tasks and achievement of results per objective outlined in Section C, subject to inspection and acceptance by USAID and in compliance with the terms of the contract. USAID reserves the right to engage a third party to verify results. The Contracting Officer, in consultation with the Contracting Officer’s Representative (COR) and at the request of the Contractor, may modify the fee payment schedule, including deliverables, targets or dates, based upon changes in underlying assumptions, the development context or other extenuating circumstances. Additionally, dates are meant to be illustrative and are flexible within reason, as determined by the COR.

Pursuant to FAR 52.216-8, payment of the fixed fee shall be made as specified in the schedule below. The Contracting Officer reserves the right to withhold up to 15% of the total fixed fee or \$100,000, whichever is less, to protect the Government’s interest.

Table 1 – Fee Payment Schedule

DELIVERABLE (Indicators/ Targets)	DUE DATE	PROPOSED PERCENTAGE OF FEE
Intermediate Result (IR)1 (TBD)	TBD	TBD
Sub IR 1.1		
Sub IR 1.2		
Sub IR 1.3 (TBD)	TBD	TBD
Sub IR 1.3.1		
Sub IR 1.3.2		
IR 2		
Sub IR 2.1		
Sub IR 2.2	TBD	TBD
Sub IR 2.3		
IR 3		
IR 3.1	TBD	TBD
IR 3.2		
IR 3.3	TBD	TBD
Sub IR 3.4		
Illustrator indicators for IR 1 and its sub IRs:	TBD	TBD
Percent of individuals with improved reading skills following participation in USG-assisted youth programs		
Percent of individuals with improved math skills following participation in USG-assisted programs		
Percent of individuals with improved soft skills following participation in USG- assisted workforce development programs. (At a minimum, Contractors are required to measure the three soft skills with the strongest evidence for		

cross-sectoral importance: higher order thinking skills, self-control, and a positive self-concept)		
Percent of youth with increased access to mental health and psychosocial support services		
Percent of youth with increased access to family planning counseling and/or services		
Number of vulnerable persons benefiting from USG supported social services		
Illustrative indicators for this IR 2 and its sub-IRs:	TBD	TBD
Number of individuals who complete USG-assisted workforce development programs		
Percent of individuals who pass a context-relevant assessment in a technical, vocational, or professional skill set following participation in USG-assisted programs		
Increase in the number of services/facilities with improved gender and disability-responsive characteristics at the conclusion of training/programming		
Illustrative indicators for this IR 3 and its sub-IRs:		
Number of vulnerable persons benefiting from USG-supported social services		
Sustainable mentoring program for youth created in collaboration with Liberian partners		
Number of youth with increased support from a mentor, religious leader, traditional leader, business leader, etc. at the conclusion of training/programming		
Number of youth with increased access to youth financial services that include financial literacy, savings, and group-based and individual micro-loans		
Number of organizations with improved youth-responsive characteristics at the conclusion of training/programming		
Number of service providers trained who serve vulnerable persons		
Number of USG-assisted organizations and/or service delivery systems that serve vulnerable persons strengthened		
TOTAL FEE PERCENTAGE		100%

Note: This table is an illustrative table. A final fee payment schedule will be negotiated with the Contractor prior to award. Offerors are required to propose percentages of their total proposed fee percentage for each of the above deliverables. Please do not propose actual dollar amounts – only fee percentages.

[END OF SECTION B]

Section C – PERFORMANCE WORK STATEMENT

*[USAID will insert the Contractor's Performance Work Statement at award; see **Attachment J.1** for the Statement of Objectives that informs the development of Section C.]*

[END OF SECTION C]

Section D - PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the cooperating country to which commodities are being shipped, or in which the project site is located.

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

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

D.2 BRANDING STRATEGY, IMPLEMENTATION PLAN AND MARKING POLICY

The Contractor must comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 “Branding and Marking in USAID Direct Contracts” (effective date: 01/08/2007) at [USAID Automated Directive System \(ADS\) 320.3.2 “Branding and Marking in USAID Direct Contracts”](#), and [USAID Graphic Standards Manual and Partner Co-Branding Guide](#), or any successor branding policy.

The Contractor’s Branding Strategy and Implementation Plan dated **TBD** is hereby incorporated into the contract as Attachment J **TBD**.

D.3 SOCIAL MEDIA AND ONLINE OUTREACH

Social media is often part of an integrated communications campaign. It should always be used to communicate directly with stakeholders or beneficiaries in host countries. It should never be used to promote a program or contractor. Social media channels may be approved as part of a project’s marking plan in consultation with the CO, COR, and DOC team. To avoid confusion with official USAID social media channels, the USAID logo should not be used as a profile picture. A photo reflective of the project should be used as a profile picture. A USAID-branded photo should be displayed as the banner photo, and acknowledgement of USAID support should appear in the “Profile” or “About” section. For more information, please refer to the USAID Graphic Standards Manual and Partner Co-Branding Guide.

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

a. USAID inspection and acceptance of services, reports, and other required deliverables or outputs will take place at:

USAID/Liberia
502 Benson Street
Monrovia, Liberia

b. USAID reserves the right to inspect and accept any services, reports, and other required deliverables or outputs where the services are performed and where reports and deliverables or outputs are produced or submitted. The Contracting Officer has delegated authority to inspect and accept all services, reports, and required deliverables or outputs to the Contracting Officer's Technical Representative (COR) listed in Section G.

E.3 RESPONSIBLE OFFICIAL

In accordance with the clauses of this contract entitled "Inspection – Cost – Cost Reimbursement" (FAR 52.246-5), inspection of results or other deliverables required by the contract will be made by the cognizant COR. Acceptance of goods/services and reports or other deliverables by the cognizant COR must form the basis for payments to the contractor, and will form the basis of the contractor's permanent performance record with regard to this contract.

E.4 PERFORMANCE STANDARDS

USAID will evaluate the Contractor's performance in accordance with FAR 42.15, corresponding USAID procedures, and the Contractor's adherence to the annual work plan, reporting against its Performance Monitoring Plan (PMP), and quality of reports described in Section F below. USAID will evaluate the Contractor's performance during the initial, intermediate, and final periods of the contract in accordance with the Contractor Performance Assessment Reporting System (CPARS). The Contracting Officer and the COR will jointly conduct the evaluation of the Contractor's overall performance. This evaluation will form the basis of the Contractor's permanent performance record under this contract.

[END OF SECTION E]

SECTION F – DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	APR 1989
52.246-5	INSPECTION OF SERVICES - COST REIMBURSEMENT	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 PERIOD OF PERFORMANCE

The period of performance for the contract is five (5) years from the award date. The conditions set forth above are subject to the contractor's performance and availability of funds.

(a) It is the Contractor's responsibility to ensure that the Contracting Officer's approved adjustments to the original estimated completion date do not result in costs incurred that exceed the ceiling price of this contract. Under no circumstances will such adjustments authorize the Contractor to be paid any sum in excess of the contract amount.

(b) Adjustments that will cause the elapsed time for completion of the work to exceed the original estimated completion date by more than 15 calendar days must be approved in advance by the Contracting Officer.

F.3 PLACE OF PERFORMANCE

The place of performance under this contract is Liberia as well as the Contractor's home-office of record.

F.4 KEY PERSONNEL

The key personnel identified below are considered essential to the work being performed under this contract. The Contractor remains responsible for providing such key personnel for full time performance for the term of this contract unless otherwise agreed to by the CO. Failure to provide the key personnel designated below may be considered non-performance unless such failure is beyond the control, and through no fault or negligence, of the Contractor.

The Contractor must immediately notify the CO and the COR of any key personnel's departure and the reasons thereof and propose interim coverage while rectifying the situation. The Contractor will propose a substitute candidate for each vacated position to the CO and the COR along with a budget impact statement in sufficient detail to permit evaluation of the impact on the program. The

Contractor must not replace the key personnel without the written consent of the COR and prior written approval of the CO, whether provided in advance or by ratification.

The key personnel that the Contractor must furnish for the performance of this contract are as follows:

No.	Key Personnel Position
1	Chief of Party (COP)
2	Deputy Chief of Party (DCOP) / Senior Operations Manager
3	Senior Finance Manager
4	Senior Monitoring and Evaluation Advisor
5	Senior Training and Employment Manager

The Contractor must make key personnel immediately available upon contract signature to initiate the assignment in Liberia. USAID reserves the right to adjust the level of key personnel during the performance of this contract. The key personnel must possess the minimum requirements specified below.

The COP, DCOP/Senior Operations Manager and the Senior Finance Manager must be furnished immediately (no later than 30 days after award) with the remaining key personnel hired shortly thereafter (no later than 45 days after award)

A. Key Personnel Qualifications and Responsibilities

1. Chief of Party: 100% Time

Role:

The COP shall be responsible for:

- overall leadership and management of the contract and shall serve as the principal institutional liaison to USAID/Liberia and all other public and private sector counterparts, implementing partners, and other donors involved with the PEER Youth Activity;
- providing overall strategic technical direction of the entire program, ensuring an integrated vision among different components and actors, with a focus on achieving results as defined in the contract; and
- leading coordination with implementing partners, private sector employers (formal and informal), training institutions, and the GOL, and identifying issues and risks related to program implementation in a timely manner, suggesting appropriate program adjustments and solutions.

Education:

The COP must have at least a Master's degree in Education, Business Administration, Human Resources management or equivalent in social science fields directly related to the activities to be undertaken in this program.

Experience:

The COP must have:

- A minimum of 10 years' experience working in international development in any of the fields stated under education requirement;
- At least 8 years' experience as a COP or in a comparable managerial position on major international donor projects implementing workforce or youth livelihoods programs in developing countries with complex system challenges;
- Demonstrable managerial skills, coordination skills, and strong technical knowledge across a broad range of youth education, workforce and livelihoods development areas;
- Excellent oral, written, and interpersonal skills with evidence of ability to productively interact with a wide range and levels of organizations (government, training institutions, officials at national and local levels, private sector, NGOs, and other donors).

Language:

The candidate must be professionally proficient and fluent in written and spoken English.

2. Deputy Chief of Party (DCOP)/Senior Operations Manager: 100% Time**Role:**

The DCOP shall:

- Support the Chief of Party (COP) with overall activity management;
- Support the COP by providing technical expertise and guidance on the goals and objectives of the activity;
- Supervise activity staff;
- Serve as Acting COP in the absence of the COP;
- Manage office operations and budget execution;
- Ensure effective operational planning and execution so that the activity is meeting proposed objectives and targets;
- Serve as representative of the PEER Youth Activity in meetings with the GOL, private sector, training institutions, and other stakeholders and partners.

Education:

The DCOP must have at least a Master's degree in Education, Business Administration, Finance, or a related social science field of study directly related to the activities to be undertaken in this program.

Experience:

The DCOP must have:

- A minimum of 8 years' experience working in any of the fields stated under education requirement;
- A minimum of 5 years' progressive supervisory work experience providing direct supervision of administrative, human resources, or finance staff, as well as direct supervision of professional and support staff responsible for major international donor projects implementing workforce or youth livelihoods programs in developing countries; and

- Excellent oral, written, and interpersonal skills with evidence of ability to productively interact with a wide range and levels of organizations (government, training institutions, officials at national and local levels, private sector, NGOs, and other donors).

Language:

The candidate must be professionally proficient and fluent in written and spoken English.

3. Senior Finance Manager: 100% Time

Role:

The Senior Finance and Operations Manager shall:

- Support the COP and DCOP in managing the activity;
- Generate programmatic and financial reports;
- Oversee sub-contracts or sub-grants with implementing partners;
- Ensure training, supervision and coordination among short and long-term consultants for program interventions.

Education:

The Senior Finance Manager must have a Master's Degree in Business Administration, Finance, Accounting or other relevant field, or alternatively a Bachelor's or certified accounting degree accompanied by 10 years' experience.

Experience:

The Senior Finance Manager must have:

- A minimum of 8 years of experience in financial, human resource, procurement, sub-award and logistics management of large-scale, complex, organizations with international development experience preferred;
- A minimum of 5 years of experience providing direct supervision of administrative, human resources, or finance staff;
- Familiarity with USG financial reporting and compliance requirements;
- Demonstrated experience and skills in developing and managing budgets of a similar size;
- Proficiency in relevant computer applications and databases;
- Excellent oral, written, and interpersonal skills with ability to produce clear written management and financial reports.

Language:

The candidate must be professionally proficient and fluent in written and spoken English.

4. Senior Monitoring and Evaluation Advisor: 100% Time

Role:

The Senior Monitoring and Evaluation Advisor shall:

- Provide technical support to the implementation of quantitative and qualitative activities including recording, documenting, and internalizing experiences within the Activity;

- Develop and assist teacher training institutions with implementing a Monitoring and Evaluation system for tracking performance and subsequent employment status of TESTS teacher-aspirants;
- Develop and implement a Monitoring and Evaluation (M&E) Framework to ensure evidence-based programming and compliance with USAID monitoring and evaluation requirements, as well as Collaborating, Learning, and Adapting (CLA) strategies.

Education:

- The Senior Monitoring and Evaluation Advisor must have a Master’s degree in Project Management, Development Studies, Research or other area relevant to M&E.

Experience:

The Senior Monitoring and Evaluation Advisor must have:

- A minimum of five years of M&E experience including technical experience in managing quantitative and qualitative data collection and analysis;
- Experience relevant to leading the development of the Activity Monitoring, Evaluation and Learning Plan, including designing key indicators;
- Have a high level of technical and analytical skills directly related to the work of the proposed project, and excellent writing skills;
- Proficiency in relevant computer applications and databases for monitoring and evaluation data;
- Excellent oral, written, and interpersonal skills with ability to produce clear written management and financial reports.

Language:

The candidate must be professionally proficient and fluent in written and spoken English.

5. Senior Training and Employment Manager: 100% Time

Role:

The Senior Training and Employment Manager shall:

- Supervise the implementation of technical training and job placement for youth participants in the activity
- Provide technical support and guidance to the relevant staff;
- Provide inputs into the development and revision of courses, materials, and training processes;
- Seek short-term and permanent work opportunities for youth participants;
- Interact with the private sector to advocate for youth employment and youth issues;
- Provide technical leadership of evidence-based training and employment programs that work for youth in a developing context;
- Maintain regular communication with the project field staff and COP.

The Contractor must determine the detailed support the Senior Training and Employment Manager will provide to achieve expected results.

Education:

- The Senior Training and Employment Manager must have a Bachelor’s Degree or foreign equivalent in Education, Public or Business Administration, other social sciences, or a similar relevant field.

Experience:

The Senior Training and Employment Manager must have:

- A minimum of six years of experience working in technical-vocational training, adult education, human resources recruitment, or youth development.
- At least four years of experience working with youth or young adults in a professional setting or with a development partner managing youth development projects.
- At least two years of experience working overseas in a developing contexts;
- A high level of technical and analytical skills directly related to the work of the proposed project, and excellent writing skills;
- Proficiency in relevant computer applications and databases data;
- Excellent oral, written, and interpersonal skills with ability to produce clear written management and financial reports.

Language:

The candidate must be professionally proficient and fluent in written and spoken English.

F.5 PERFORMANCE STANDARDS AND EVALUATION

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

The Contractor's performance information determined to be relevant will be evaluated in accordance with the elements below:

- Technical quality of product or service, including consistency in meeting goals and targets in addition to adherence to the work plan. Cost control, including forecasting costs as well as accuracy in financial reporting, ensuring that unnecessarily expensive technical assistance is not used when lower cost, equally qualified advisors are available, and pacing the expenditure of level of effort such that contract deliverables and outputs can be produced within budget.
- Timeliness of performance, including adherence to contract schedules and other time-sensitive activity conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient completion of tasks.
- Management or business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including coordination among subcontractors and developing country partners, cooperative attitude in remedying problems, and timely completion of all administrative requirements.

Performance review will be conducted jointly by the COR and will 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.

USAID reserves the right to conduct, and the Contractor must expect and be prepared for, a management and/or financial review and/or audit by USAID (or USAID selected third party) at any time to ensure systems (management, administration, finance, procurement, and program) are

in place as per the contract. Such financial reviews/audits will focus on program management and performance, including such factors as cost, timeliness, and accountability; and will include field and home office records pertaining to operations and program activities. The Contractor must cooperate with and contribute to a final management and financial review conducted by USAID prior to program closeout.

USAID will also conduct performance evaluations of the program consistent with the Agency Evaluation Policy. The Contractor must cooperate with and contribute to these reviews and evaluations.

F.6 REPORTS AND DELIVERABLES

In addition to the requirements set forth for submission of reports in Sections F, and in accordance with AIDAR 752.242-70, “Periodic Progress Reports,” the Contractor is responsible for submitting the reports, deliverables or outputs as further described below to the COR(referenced in Section G) and obtaining the COR’s approval. Additionally, the Contractor must deliver the results stated in section B.8. The Contractor is also responsible for submitting the following deliverables and obtaining the approval of the Contracting Officer’s Representative.

- a. The Contractor must submit all written documentation (reports, deliverables, correspondences, information sheets, etc.) to USAID/Liberia in the English language, unless otherwise specified by the COR. In addition to the reports outlined below and those elsewhere specified, the contractor may be required to respond quickly to ad-hoc information requests with short deadlines. The Contractor must submit one hard copy and one electronic copy of each prepared report in accordance with the distribution and submission dates specified in the table below. Planning and reporting must conform to the U.S. Government’s fiscal year (October 1 to September 30). The Contractor will consult the COR on the format and expected content of reports prior to submission.
- b. The Contractor must describe accomplishments and difficulties both quantitatively and qualitatively. The Contractor must also explain any anticipated or actual delays and describe the corrective action plans that it will initiate.
- c. The Contractor must enter indicator results and target data into the PIDS (Performance Indicator Database System) managed by the Liberia Strategic Analysis activity or any database system that USAID or the USAID/Liberia Mission uses to monitor program performance. The frequency with which the data shall be entered will be recorded in the performance indicator reference sheet for each indicator in the Activity Monitoring Evaluation and Learning Plan (AMLEP).

REPORTS AND DELIVERABLES

Deliverable*	Frequency	Due Date**
Two Key Personnel arrived in Liberia	One time	30 Days after award, remaining key personnel (if applicable) furnished 45 days after award. 10 days from receipt of COR concurrence and CO

		approval (both are required.)
Five Year Workplan	One time	The five year work-plan must be submitted within 30 days after award and must be approved by USAID no later than 60 days after award. COR approval is required. Annual Work plan should also include a Disability Inclusion Plan.
Annual Workplan	Annually	The Year 1 Annual Work Plan must be submitted within 30 days after award and must be approved by USAID no later than 60 days after award. Subsequent work plans must be submitted by August 1st of each year covering the period from October 1st to September 30th. Annual Work plan should also include a Disability Inclusion Plan. COR approval is required
Activity Monitoring Evaluation and Learning Plan (AMELP)	One time	The AMELP must be submitted within 30 days after award and must be approved by USAID no later than 60 days after award. COR approval is required
Quality Assurance Surveillance Plan (QASP)	One time	No later than 45 days after award.
Branding and Marking Plan	One time	30 Days after award
Trafficking in Person Compliance Plan	Plan must be available if requested by USAID	30 Days after award
Certification of Trafficking in Person	Annually	Contractor must submit to USAID the certification on each year anniversary of the award.
One copy of each report and information to the DEC as per AIDAR 752.7005	As required – ongoing throughout the life of the award	Within thirty (30) calendar days of obtaining the COR's approval and within thirty calendar days after completion of the contract. For more information, please see AIDAR 752.7005.
Quarterly Progress	Quarterly	Within 15 Days after end of each USG fiscal quarter, 4th

Reports		quarter reports will be annexed within the annual report. COR approval is required.
Performance Indicator Database System Quarterly Data entry (electronic system)	Quarterly	Within 20 Days after end of quarter. COR approval is required.
Youth-led Labor Market Assessment Report	One-time report	Within six months after Activity Start-up. COR approval is required.
Annual Progress Reports	Annually	Within 15 Days after End of Year. COR approval is required.
Quarterly Financial Reports	Quarterly	Within 30 days after end of quarter. COR approval is required.
Quarterly Accruals	Quarterly	15 days prior to end of the USG fiscal year quarter. COR approval is required.
Technical Materials and Inputs	Ad-hoc	Regularly (materials need to be cleared by USAID before finalization). COR approval is required.
STTA consultant reports, technical briefs, special and external reports	Ad-hoc	Regularly One week after end of STTA departure from country. COR approval is required.
Portfolio Review Presentations	Quarterly	Quarterly--15 days after the end of the fiscal year quarter
Annual Inventory Reports	Annually	Within 90 days of award and annually thereafter.
Close-Out and Demobilization Plan	One time	180 days prior to award completion date.
Final Activity Report	One time	Submitted 30 days prior to completion date and must be approved no later than 60 days after the completion date. This is in line with AIDAR 752.7005

**The quarters refer to USAID's fiscal year: Oct 1 – Dec 31, Jan 1 – Mar 31, April 1 – Jun 30 and Jul 1 – Sept 30

INITIAL DELIVERABLES

1. **Two Key Personnel In Country:** The COP, DCOP/Senior Operations Manager and the Senior Finance Manager Positions must be furnished immediately (within 30 days after

award) with the remaining key personnel (if applicable) hired shortly thereafter (within 45 days after award).

2. ***Five Year Work Plan:*** The five year work plan provides a timeline initiation and completion of all tasks. It outlines tasks, proposed travel and STTA, cost/budget per task, deliverables, due dates, responsible Contractor parties, USAID teams, and additional resources required to complete the tasks. This document will be reviewed periodically to respond to emerging issues and revised accordingly in collaboration with the Contracting Officer's Representative (COR).
3. ***Annual Work Plan:*** The work plan will include proposed activities, timeframe for the implementation of activities (costed), proposed travel and STTA, and a detailed budget. The work plan will be developed in-country by the Contractor and in cooperation with USAID/Liberia and the Government of Liberia, Ministry of Youth and Sports. The Contractor must submit significant changes/revisions to the work plan to the designated Contract Officer's Representative, as necessary and required. All significant changes and revisions to the work plan must be approved by the Contracting Officer Representative. Work plans must be finalized within 5 working days after receiving USAID's comments. The Annual Monitoring, Evaluation and Learning Plan-Indicator and Progress Table should be an annex to the Annual Work Plan and must be updated accordingly. Additionally the work plan should detail:
 - Any subcontracts to be carried-out;
 - Any resource leveraging planned with public and private partners;
 - Details of collaboration with GOL and other major partners;
 - Detailed budget tied to the US Government's fiscal year (Oct 1 – Sept 30).
 - Activity-based budget tied to proposed activities so USAID can understand the level of resources dedicated to key program activities;
 - Environmental compliance status.
4. ***Activity Monitoring, Evaluation, and Learning Plan (AMELP):*** The COR will review, collaborate on any necessary changes, and provide final approval of the plan. After approval, USAID expects the Activity Monitoring Plan to evolve based on the adaptive management approach. It is important that these plans clearly detail how the partner will monitor performance as well as programmatic and operational context. The Monitoring, Evaluation, and Learning Plan must be developed in accordance with ADS 201. The Monitoring Plan will be reviewed regularly to confirm compliance with USAID requirements. The AMELP must comply with USAID ADS Chapter 203 series, Assessing and Learning on AMELP for monitoring results and data quality. The Contractor shall apply the USAID criteria for selecting performance indicators – that is, that they be direct, objective, practical, adequate, management useful, reflect progress toward achieving results, and attributable to USAID.

Monitoring data will be used to inform management decisions, resource allocation and to assess where changes to activities may be required to help better ensure that the desired impact will be achieved. Performance reports submitted by the Contractor must be focused on reporting progress

against the approved AMELP. Key components of the monitoring plan typically include:

- The activity's monitoring approach, including relevant performance indicators of activity outputs and outcomes, including value for money analysis;
- Monitoring for any evaluation triggers that should be communicated to the relevant stakeholders; and
- Estimated resources for these monitoring activities that are a part of the implementing partner's budget.

As part of the monitoring, the plan must include a Performance Management Task Schedule that includes portfolio reviews, data quality assessment and reporting schedules. The plan should also outline and indicate the adaptive management approach and indicators to monitor and respond to course correction needs.

USAID will determine with the Contractor the list of standard and development objective impact indicators that the Contractor must include in the AMELP and report on in performance reports.

5. ***Final Quality Assurance Surveillance Plan Approved by USAID***: The Contractor must develop a Quality Assurance Surveillance Plan (QASP) which outlines a surveillance schedule and clearly describes the surveillance methods to be used. The purpose of the QASP is for USAID to better understand the Contractor's internal monitoring system to ensure timely and quality products and services. Further, the QASP will identify what an acceptable quality level is for each deliverable. The QASP is distinct from the AMELP or COR oversight, rather it is a demonstration of how the Contractor will manage their performance, efficient financial expenditure and risk through the life of the contract. The plan must include roles and responsibilities for surveillance throughout the duration of the contract. The QASP must align with the PWS and focus on the quality and timeliness of the output to be delivered and not just on the steps required or procedures used to provide the service. The plan must provide for prevention and ready detection of any challenges, and for timely and positive corrective action.

PERIODIC PROGRESS REPORTS AND DELIVERABLES

6. ***Quarterly Progress Reports***: Reports will provide a project overview, executive summary that covers key results and achievements during the reporting period as well as major problems encountered and lessons learned. They will also provide an update on activity implementation that includes a detailed progress narrative and implementation challenges and opportunities including: indicator update; discussion of partnerships, collaboration, and/or knowledge sharing with stakeholders including civil society, private sector, and other development partners; discussion of management and administrative issues, such as constraints and critical issues, personnel changes, proposed adaptations of the activity, and award modifications and amendments (completed and expected). Lastly, the report will lay out major activities planned for the next quarter. The contractor will submit three success stories per quarter that will tell the story of the achievements throughout the period

of performance. The success stories will describe major accomplishments and will include pictures.

7. *Performance Indicator Database System Quarterly Data entry (electronic system)*

The contractor will be required to submit quarter data into an electronic system (PIDS) that is managed by a third party contractor. Data submitted within the system is utilized to report to Congress on an annual basis.

Youth-led Labor Market Assessment Reports

8. There is no specific reporting requirements and formats that are required. The one-time youth-led Labor Market Assessment report will be furnished within six months after activity startup.

Annual Progress Report

9. The fourth quarterly report serves as the annual report to USAID. The annual report must cover the concluding year and will include a discussion, supported with auditable quantitative and qualitative evidence, of progress against indicators and/or impacts achieved to-date. This discussion will be instrumental in helping the Mission to complete Annual Reports to USAID/Washington on overall program impacts. Any deviations from targets by more than 10 percent, either positive or negative, must be clearly explained. The contractor will submit two success stories that define the progress of the program for that year. The success stories must have pictures and help tell the story of why this activity is a success.

Quarterly Financial Report

10. The quarterly financial report at a minimum will contain the following information:
- Total funds obligated to date by USAID into the award;
 - Total funds expended by the Contractor to date, including a breakdown of agreed upon budget categories, with additional detail to be provided upon request by the COR.
 - Pipeline (committed funds minus expended funds).
 - Funds and time remaining in the award.

Quarterly Accruals

11. The Federal Financial Report (FFR/SF-425) is available in PDF or Excel format at the OMB website: <http://www.whitehouse.gov/omb/grantsforms/> and must be submitted to the COR.

Other reports

12. Technical Materials and Inputs: The Contractor is required to provide technical materials and other technical inputs developed to support improved the youth livelihoods and increase their abilities to contribute as both economically- and socially-productive and engaged family and community members and other contract objectives. Examples of technical inputs to be provided to USAID include observation tools, training guides, workshop reports, assessment tools, sampling frames, etc. The Contractor will transmit technical materials to the relevant COR for review and concurrence prior to sharing with

the Ministry of Youth and Sports or other counterparts, and submit them to the USAID Development Experience Clearinghouse (<https://dec.usaid.gov/>).

STTA Consultant Reports, Technical Briefs, Special and External Reports

13. Upon completion of the services of each short-term consultant, the Contractor will submit a report to the COR summarizing the activities, accomplishments, and recommendations of the consultant. The Contractor shall provide copies of all technical reports including analyses, policy recommendations, comparative studies, etc. to the COR as these are developed and in accordance with agreed-upon delivery dates. Technical documents such as analyses, policy recommendations, comparative studies, briefs, etc., including the results of any assessments/testing.

Quarterly Performance Review Presentations

14. Once a quarter, the Contractor must provide an in-person brief to the USAID/Liberia Mission. The briefing requires a PowerPoint presentation presenting all quarterly and cumulative results against previously agreed program targets and deliverables, selected accomplishments for the previous three months, challenges and proposed solutions, projected activities, deliverables and procurement actions for the next three months. A pipeline analysis should also be prepared to track and report against obligation balances. A similar presentation must be conducted with the Ministry of Youth and Sports and USAID (minus the financial data).

Annual Inventory Reports

15. The Contractor will submit one copy of an annual inventory report to the COR, listing all equipment acquired with USAID funds provided under this contract or received from USAID for use under this contract. The format of the report is listed under Section I.I AIDAR 752.245-70

Close-out and Demobilization Plan

16. The Contractor must submit a CloseOut/Demobilization Plan for COR approval. The plan will include, at a minimum, a proposed Property Disposition Plan; a plan for the phase-out of in-country operations; a delivery schedule for all reports or other deliverables required under the Contract; and a timetable for all completed required actions, including the submission date of the final Property Disposition Plan to the Contracting Officer. The Contractor must provide a Close-Out Plan to the COR within 180 days prior to the contract completion date.

Disposition Plan

17. During the last year of the contract term at least 90 days before the completion date of the contract, the Contractor will provide to USAID in writing a proposed plan for disposition of the physical assets remaining at the termination of the contract. The CO will approve or disapprove the proposed disposition plan in writing, at least 45 days prior to the completion of the contract. However, regardless of any prior approval of all or portions of the proposed disposition plan, USAID reserves the general right to direct or redirect such disposition plan.

Final Activity Report

18. The final report will match accomplishments to the specific objectives outlined in Section C. The report will include at a minimum:

- Background section with an executive summary outlining the problem statement and circumstances surrounding Liberia at the beginning of the award period;
- Summary of the support provided directly to the Government of Liberia entities and to ultimate beneficiaries, including linkages/coordination/relationships with other USAID (and/or other cooperating partner) projects/activities;
- Impact/Outcome of the support provided;
- Challenges encountered during implementation and actions taken to overcome those challenges;
- Lessons learned and best practices, including what worked well, what didn't and why;
- Additional analyses (gender, sustainability, cost benefit); and,
- Recommendations for next steps and why – what entities to engage, problem areas to focus on, activities to stop, and investments to make.

The report may not exceed 50 pages (excluding cover page, table of contents, annexes and bibliography).

Geographic Data Reporting Requirements

19. As part of its annual progress report, the contractor will submit geographically referenced data via CD, DVD, or digitally. The following format must be followed: Project and Activity Location Data will be provided as latitude and longitude coordinates in Decimal Degrees (DD.DDDDD) format as derived from Global Positioning System.

(GPS) units, GPS-enabled mobile devices, or a digital map interface, such as Google Earth or Google Maps. When providing exact latitude and longitude coordinates poses sensitivity issues, another geographic resolution for reporting project and activity locations will be agreed upon with the COR. Additional attribute data such as, project name, activity name, implementing partner name, project start and end dates, project description, beneficiaries, select indicators, etc. will be submitted along with project and activity location data for reporting and portfolio management needs. Thematic data, project specific data, and any other geographic data or satellite imagery created or purchased under this award with U.S. Government funds will be provided to USAID/Liberia at the end of this contract. All geographic data must be submitted in industry standard formats such as Esri Shapefile or Esri Feature Class and include metadata. Google Earth KML files are acceptable. Metadata is a summary document providing content, quality, type, creation, and spatial information about a data set. It represents who, what, when, where, why and how of the resource. It can be stored in any format such as a text file, Extensible Markup Language (XML), or database record. Metadata records include core library catalog elements such as title, abstract, and publication data; geographic elements such as Geographic Extent and Projection Information; and database elements such as Attribute Label Definitions and Attribute Domain Values. The suggested metadata format is the XML schema, ISO 19139, which was developed to provide a consistent manner for presenting the ISO 19115 standard. All 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. All Geographic Data will conform to the following: 1. OMB Circular A-16, Executive Order 12906; (http://www.whitehouse.gov/omb/circulars_a016_rev). This is the U.S Federal Government's guidelines for geospatial data standards. 2. Automated Directives System (ADS) 507 (Freedom of Information Act); (transparency and release of information to the public: <http://www.usaid.gov/sites/default/files/documents/1868/507.pdf>) 3. ADS 557 (Public Information: <http://transition.usaid.gov/policy/ads/500/557.pdf>). This directive outlines the requirements for reporting program data to the public.

F.7 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)

(a) The contractor shall prepare and submit progress reports as specified in the contract schedule. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance. (b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contractor submits the report or the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

F.8 ACTIVITY MONITORING AND EVALUATION

Monitoring and Evaluation (M&E) is a critical part of USAID's programming. According to the 2011 USAID Evaluation Policy, the Agency "use[s] evaluation findings to strengthen our efforts and sharpen our decision-making ... and to inform resource allocation." The close scrutiny given to USG assistance in Liberia makes this policy all the more critical. Consistent with USAID's Evaluation Policy, the contractor must incorporate a structured monitoring and evaluation component from the onset of award. Continuous monitoring of performance objectives will not only support accountability but also ensure measurable results.

USAID's Multi-Tiered Monitoring Approach

Given the M&E challenges USAID faces in Liberia, the Mission has developed the Multi-Tiered Monitoring (MTM) Approach, which gathers and triangulates information and performance data from multiple sources. The contractor must also undertake M&E activities that feed into USAID/Liberia's multi-tiered monitoring approach, specifically in Tier 2. The contractor will work directly with the COR in determining how the multi-tiered monitoring data can support the activity's learning and adaptation. The following are the four MTM monitoring tiers:

1. Tier 1- U.S. Government Direct Observation: The USAID COR and his/her alternate, or other USG staff will observe activities. When actual participation is not feasible, the implementing partner may be asked to assist in setting up video or streaming to view events and trainings to data-capable handheld (mobile) devices and/or computers. Contractors may propose other innovative ways to further USAID observation of activities in their M&E.

2. Tier-2: Implementing Partner: The USAID implementing partner will provide USAID with bi-

weekly, monthly, quarterly, and annual progress reports on and monitor the work of their county level advisors and monitor implementation of agreed upon technical assistance plans ensuring all partners are delivering as expected, including ideas/activities.

3. Tier-3: Ministry of Youth and Sports (MOYS): The MOYS will be responsible for monitoring the participation of its staff in technical assistance and training sessions, assessments, and working group sessions.

4. Tier-4: Independent Monitoring Contractors: The USAID/Liberia funded Strategic Analysis Activity (LSA) or another contractor may independently monitor the activities under this contract, providing an additional layer of data on activity implementation.

USAID/Liberia through its LSA contractor currently has an electronic database (Program Indicators Database-PIDS) that partners are required to use for quarterly reporting. USAID/Liberia will continue tracking data through this performance management information system, as recommended by USAID, to track activities for all mission-funded activities.

The contractor may choose to use their own data management system for their internal management needs.

F.9 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEPTEMBER 2013) (ClassDeviationOAA-DEV-13-01c)

(a) Contract Reports and Information/Intellectual Products

- (1) Within thirty (30) calendar days of obtaining the Contracting Officer Representative approval, the contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results, and experience. These reports include: assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that (1) describe the planning, design, implementation, evaluation, and results of development assistance; and (2) are generated during the life cycle of development assistance programs or activities.) The Contractor must also submit copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:
 - (i) Time-sensitive materials such as newsletters, brochures or bulletins.
 - (ii) The Contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.
- (2) Within thirty (30) calendar days after completion of the contract, the Contractor must submit to the DEC any reports that have not been previously submitted and an index of all reports

and information/intellectual products referenced in paragraph (a)(1) of this clause.

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

(1) Standards.

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

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

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 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 must be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

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

TOTAL EXPENDITURES (Document Number XXX-X-XX-XXXX-XX)			
Line Item	Description	Amt. Vouchered to Date	Amt. Vouchered this Period
		\$XXXX.XX	\$XXXX.XX
Total		\$XXXX.XX	\$XXXX.XX

(2) The fiscal report must 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 will 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 will 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 must be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records--Negotiation".

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Contracting Officer is the only person authorized to make or approve any changes in the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. It is the responsibility of the contractor to inform the Contracting Officer of requests that affect any and all sections of this Contract. The Contracting Officer is located at:

Address:

Acquisition & Assistance Office
USAID/Liberia
502 Benson Street
Monrovia, Liberia

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

USAID/Liberia's Education Office will provide technical oversight to the contract through the designated COR. The Contracting Officer's Representative is **TBD**. The Contracting Officer will identify the COR by name at the time of the contract award and will be designated by a separate Administrative Letter. Among other responsibilities and authorities as specified in the designation letter, the COR must accept and approve all deliverables in order for those deliverables to be considered completed.

G.4 PAYING OFFICE

The paying office for this contract is:

Controller
Office of Financial Management
USAID/Liberia
502 Bensonson street
Monrovia, Liberia
Email: monroviapayments@usaid.gov

G.5 INVOICES, ACCEPTANCE AND APPROVAL

(a) In order to receive payment, deliverables must be accepted and approved by the Contracting Officer's Representative (COR).

(b) One (1) original of each invoice must be submitted on an SF-1034 Public Voucher for "Purchases and Services Other Than Personal" to the paying office stated above. Electronic submission of invoices is required as per the directions below.

G.6 INVOICING INSTRUCTIONS

Soft or electronic copies of the invoice must be sent to monroviapayments@usaid.gov with a copy to the COR's email address.

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

G.7 ACCOUNTING AND APPROPRIATION DATA

[TBD]

G.8 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

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

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

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor. Written

communications with the Contractor and documents will be signed as "Contracting Officer's Representative" with a copy furnished to the Contracting Officer.

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

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

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

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

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR will bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is solely authorized to approve changes in any of the requirements under this contract. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and at the Contractor's sole risk.

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

G.9 CONTRACTOR CONTACT INFORMATION

The Primary Point of Contact for this contract is: *{ TBD at the time of contract award }*

[END OF SECTION G]

SECTION H- SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE” in Section I of this contract. Full text of the FAR clauses is available at <https://www.acquisition.gov/far/> and full text of the AIDAR clauses is available at <http://www.usaid.gov/ads/policy/300/aidar> and <http://www.usaid.gov/ads/policy/300/300> .

(FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER I)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
<u>752.7004</u>	<u>Emergency Locator Information</u>	<u>DEC 1990</u>
<u>752.7007</u>	<u>Personnel Compensation</u>	<u>JUL 2007</u>
<u>752.7027</u>	<u>Personnel</u>	<u>DEC 1990</u>

H.2 AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012) (Class Deviation No. OAA-DEV-12-01c)

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

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

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

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

- (1) Agricultural commodities,

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

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

H.3 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this solicitation is 937 (subject to the requirements in **Section H.2** above).

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

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

(b) Exceptions:

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

(ii) The Mission Director may make a written determination to waive the requirement for such coverage.

The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

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

H.5 AIDAR 752.7032 INTERNATIONAL TRAVEL

(Class Deviation OAA-DEV-14-01c)

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

H.6 AIDAR 752.7007 PERSONNEL APPROVALS (JUL 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.

H.7 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

(a) Limitations:

(1) If, during Contract performance, the contractor proposes salary or wages for a new individual(s) that exceeds the individual's current salary or wage or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years by more than five (5) percent, the Contracting Officer's approval is required.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate specified in **H.6** above unless an advance written waiver is granted by the USAID Procurement Executive.

(3) Employment of third country nationals (TCN's) and cooperating country nationals (CCN'S): It is USAID policy that cooperating country nationals (CCN'S) and third country nationals (TCN's), who are hired abroad for work in a cooperating country under USAID direct contracts, generally be extended the same benefits, and be subject to the same restrictions as TCN's and CCN's employed as direct hires by the USAID Mission. Exceptions to this policy may be granted

by the Mission Director. (TCN's and CCN's who are hired to work in the United States must be extended benefits and subject to restrictions on the same basis as U.S. citizens who work in the United States). Compensation, including merit or promotion increases paid to TCN's and CCN's may not, without the approval of the Mission Director, exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by the USAID/Liberia Mission. Unless otherwise authorized by the Mission Director, the compensation of such TCN and CCN employees must be paid in the currency of the cooperating country. TCN's and CCN's, hired abroad for work in a cooperating country, are not eligible for allowances or differentials under USAID direct contracts, unless authorized by the Mission Director.

(b) Salaries During Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(c) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable nonperformance, or security reasons will not be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route. USAID will not reimburse any costs including airfares, mob/demobilization in the event that such employee/Consultant has not completed the agreed upon tenure.

(d) Annual Salary Increases

(1) U.S Staff (including expats: Annual salary increases (e.g. cost of living, merit, promotion increase, or any other type) of not more than **5%** of the current labor pool may be granted after the employee's completion of each twelve-month period of satisfactory services under the Contract. Annual salary increases of any kind exceeding these limitations or exceeding USAID maximum SES established rate (AWCPAS), or the USAID CST, require the advance written approval of the Contracting Officer.

(2) TCN and CCN Staff: One annual salary increase of not more than **5%** (includes promotional increase) may be granted after the employee's completion of each twelve months of satisfactory services under the Contract. Annual salary increases of any kind exceeding these limitations require the advance written approval of the contracting officer, and annual salary increases exceeding the maximum salary of the highest senior Foreign Service national (FSN) position authorized under the U.S. Embassy Compensation Plan require the advance written approval of the Mission Director through the contracting officer.

(e) Consultants

(1) U.S. Consultants: Compensation must not exceed (A) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or (B) the maximum daily salary rate as described in **H.6**, whichever is less.

(2) TCN and CCN Consultants: Compensation must not exceed the maximum rate of the highest senior FSN position authorized under the Mission Local Compensation Plan. Requests for a waiver to this compensation guidance must be fully justified and requires the advanced written approval of Mission Director through the contracting officer.

(f) Work Week:

(1) Non-overseas Employees: The length of the contractor's U.S., non-overseas employees workday must be in accordance with the contractor's established policies and practices and must not be less than 8 hours per day and 40 hours per week.

(2) Overseas Employee: The workweek for the Contractor's overseas employees must not be less than 40 hours and shall be scheduled to coincide with the workweek for those employees of the USAID Mission and the Cooperating Country associated with the work of this Contract. A five (5) day workweek is authorized for this Contract. No overtime or premium pay is authorized under this Contract.

(f) Definitions:

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this Contract entitled "Differentials and Allowances" (AIDAR 752.7028), unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges under the Contract.

H.8 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor is reminded that U.S. Executive Orders (including E.O. 13224) and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. FAR 25.701 prohibits agencies and their Contractors and subcontractors from acquiring any supplies or services from individuals or organizations, if any proclamation, Executive Order, Office of Foreign Assets Control (OFAC) regulations, or statute administered by OFAC would prohibit such a transaction. Accordingly, the Contracting Officer must check the U.S. Department of the Treasury's OFAC List to ensure that the names of the Contractor and proposed subcontractors (and individuals from those organizations who have been made known to them), are not on the list. Mandatory FAR clause 52.225-13 Restrictions on Certain Foreign Purchases is included by reference in Section I.1 of this contract. By accepting this contract, the Contractor acknowledges and agrees that it is aware of the list as part of its compliance with the requirements of that clause.

H.9 AIDAR 752.229-71 REPORTING OF FOREIGN TAXES (JULY 2007)

- (a) The Contractor must annually submit a report by April 16 of the next year specific to this contract.
- (b) Contents of report. The report must contain:
 - (1) Contractor name.
 - (2) Contact name with phone, fax number and email address.
 - (3) Contract number(s).
 - (4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be included in the report for Lesotho (or South Africa).
 - (6) Any reimbursements received by the contractor during the period in paragraph (b)(4) of this clause regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in paragraph (b)(4) of this clause received through March 31.
 - (7) Report is required even if the contractor did not pay any taxes during the reporting period.
 - (8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.
- (c) Definitions. As used in this clause—
 - (1) Agreement includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (2) Commodity means any material, article, supply, goods, or equipment.
 - (3) Foreign government includes any foreign governmental entity.
 - (4) Foreign taxes means value-added taxes and customs duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to: Office of Financial Management in the address specified in Section G.4 above.
- (e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts and other subagreements.
- (f) For further information see <http://2001-2009.state.gov/s/d/rm/c10443.htm>.

H.10 AIDAR 752.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (DEC 1991)

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

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

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

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

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

AON Risk Insurance Services West, Inc.
 2033 N. Main St., Suite 760
 Walnut Creek, CA 94596-3722
 Hours: 8:30 A.M. to 5:00 PM, Pacific Time
 Primary Contact: Fred Robinson
 Phone: (925) 951-1856 Fax: (925) 951-1890
 Email: Fred.Robinson@aon.com

Pursuant to AAPD 17-01, below are the rates for DBA effective December 1, 2015:

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

Notes:

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

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

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

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

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

(v) Maximum rate of compensation shall not exceed 200 per centum of the applicable national average weekly wage (NAWW) as calculated by the Secretary of Labor. The current NAWW can be found at <http://www.dol.gov/owcp/dlhwc/nawwinfo.htm>.

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

(viii) For contracts that include Aviation, ground crews shall be categorized as Construction, and flight crew shall be categorized as Security.

H.11 SUBCONTRACTING PLAN, INDIVIDUAL SUBCONTRACT REPORT (ISR) AND THE SUMMARY SUBCONTRACT REPORT

The Contractor's subcontracting plan dated _____ is hereby incorporated as a material part of this contract.

In accordance, with FAR 52.219-9, subcontracting reports must be submitted under this Contract. Effective December 30, 2005, USAID commenced participation in the electronic Subcontracting Reporting System (eSRS). As a result, hard copies of the SF-294 and SF-295 are no longer accepted and Contractors are required to submit these reports electronically. The requirement to

report your use of subcontractors in the new eSRS applies to any contract in which there is a subcontracting plan to utilize U.S. small businesses.

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

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

H.12 CONSENT TO SUBCONTRACT

In accordance with FAR 52.244-2, Subcontracts, the Contracting Officer must provide consent to all subcontracts under this activity. The Contracting Officer hereby provides consent for the following subcontracts, as proposed in the Contractor’s proposal:

Subcontractor Name	Services to be Performed	Total Estimated Amount in \$
[To be completed upon award – if required]		

The Contractor must request Contracting Officer’s consent and submit the information required by the aforementioned clause for any subcontracts requiring consent or but not listed here.

H.13 BUSINESS CLASS TRAVEL

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

H.14 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

Funds in this Contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences," <http://www.usaid.gov/ads/policy/300/350maa> or as approved by the Contracting Officer.

H.15 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor must comply with the requirements contained in ADS 548 which require review and approval by the Office of Information Resource Management (M/IRM) in USAID/W of information technology components in which the life-cycle cost of commodities or services (e.g., installation, maintenance, and technical assistance) exceeds \$100,000.

Information Technology

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

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

(c) Notwithstanding subparagraphs (A) and (B), the term 'information technology' does not include any equipment that is acquired by a Federal contractor incidental to a Federal Contract. (Source: Clinger-Cohen Act) (Chapters 541-548, 552)

(1) The Contractor shall maintain accountable property records of IT. These records must identify each accountable item of U.S. Government-funded property acquired or furnished under the Contract in a format acceptable to the Contracting Officer and must be furnished to the Contracting Officer six months after the effective date of the Contract and thereafter annually, based on the effective date of the Contract. In the event any IT resources are lost, stolen, destroyed or damaged beyond economical repair, the Contractor must promptly notify both the COR and the Contracting Officer.

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

(3) The Contractor shall request COR concurrence and CO approval for purchase of non-expendable property as defined that is not identified in the Contractor approved budget as required by CIB 92.25. The Contractor shall submit for approval, annually, a list along with

justification for each NXP being proposed that is outside of the approved budget.

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

Item Description	Quantity	Estimated Unit Price
<u>[To be Completed at Award Time]</u>		

H.16 LOGISTIC SUPPORT

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

H.17 LANGUAGE REQUIREMENTS

Contractor key personnel and/or consultants must have English and local language proficiency as needed, to perform contract requirements.

H.18 AIDAR 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008) (AAPD 08-01)

- (a) Requirements for Voluntary Sterilization Program. None of the funds made available under this Contract shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.
- (b) Prohibition on Abortion-Related Activities.
 - (1) No funds made available under this Contract will be used to finance, support, or be attributed to the following activities:
 - (i) Procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning;
 - (ii) Special fees or incentives to any person to coerce or motivate them to have abortions;
 - (iii) Payments to persons to perform abortions or to solicit persons to undergo abortions;
 - (iv) Information, education, training, or communication programs that seek to promote abortion as a method of family planning; and
 - (v) Lobbying for or against abortion. The term “motivate”, as it relates to family planning

assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

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

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

H.19 ENVIRONMENTAL COMPLIANCE

(a) Overall Environmental Guidance

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

(2) In addition, the Contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter will govern.

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

(b) Initial Environmental Examination

The Initial Environmental Examination (IEE) for the PEER Youth was approved by the Bureau Environmental Officer on 9/28/2017.

The IEE covers activities expected to be implemented under this Contract. USAID has determined that a Categorical Exclusion 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 will be responsible for implementing all IEE conditions pertaining to activities to be funded under this Contract.

(c) *Integration of Mitigation Measures and Monitoring*

(1) As part of its initial work plan, and all annual work plans thereafter, the Contractor, in collaboration with the USAID Contracting Officer's Representative and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, will review all ongoing and planned activities under this Contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.

(2) If the Contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it must prepare an amendment to the documentation for USAID review and approval. No such new activities will be undertaken prior to receiving written USAID approval of environmental documentation amendments.

(3) 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.

(d) When the approved Regulation 216 documentation is (1) an IEE that contains one or more Negative Determinations with conditions and/or (2) an Environmental Assessment (EA), the Contractor must:

- (1) 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 will 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 will include monitoring the implementation of the conditions and their effectiveness.
- (2) Integrate a completed EMMP or M&M Plan into the initial work plan.
- (3) 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.

(e) The Contractor will be responsible for periodic reporting to the USAID Contracting Officer Representative, as specified in the Schedule of this contract.

H.20 DISCLOSURE OF INFORMATION

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

(b) Any information made available to the Contractor by the Government must be used

only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

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

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

H.21 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTION ON USE OF INFORMATION (CIB 99-17)

(a) This Contract may call for the Contractor to furnish important services in support of evaluation of Contractors or of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, **THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, IMPLEMENTATION SERVICES UNDER ANY CONTRACT THAT RESULTS IN RESPONSE TO FINDINGS, PROPOSALS, OR RECOMMENDATIONS IN AN EVALUATION REPORT WRITTEN BY THE CONTRACTOR. THIS PRECLUSION WILL APPLY TO ANY SUCH AWARDS MADE WITHIN 18 MONTHS OF USAID ACCEPTING THE REPORT,** unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR

9.503) determining that preclusion of the Contractor from the implementation work would not be in the Government's interest.

(b) In addition, **BY ACCEPTING THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL NOT USE OR MAKE AVAILABLE ANY INFORMATION OBTAINED ABOUT ANOTHER ORGANIZATION UNDER THE CONTRACT IN THE PREPARATION OF PROPOSALS OR OTHER DOCUMENTS IN RESPONSE TO ANY SOLICITATION FOR A CONTRACT.**

(c) If the Contractor gains access to proprietary information of other company(ies) in performing this evaluation, the Contractor must agree with the other company(ies) to protect their

information from unauthorized use or disclosure for as long as it remains proprietary, and must refrain from using the information for any purpose other than that for which it as furnished. THE CONTRACTOR MUST PROVIDE A PROPERLY EXECUTED COPY OF ALL SUCH AGREEMENTS TO THE CONTRACTING OFFICER.

H.22 AIDAR 752.222-71 NONDISCRIMINATION (JUN 2012)

FAR part 22 and the clauses prescribed in that part prohibit contractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices.

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

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

H.23 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 make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the Contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

H.24 ADS 302.3.5.19 USAID-FINANCED THIRD-PARTY WEB SITES (AUG 2013)

(a) Definitions:

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

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

- (1) Working through the COR, the Contractor must notify the USAID Bureau for Legislative and Public Affairs/Public Information, Production and Online Services (LPA/PIPOS) of the Web site URL as far in advance of the site's launch as possible.
- (2) The Contractor must comply with Agency branding and marking requirements comprised of the USAID logo and brandmark with the tagline “from the American people,” located on the USAID Web site at: <http://www.usaid.gov/branding>, and USAID Standard Graphic Manual at <http://www.usaid.gov/branding/gsm>.
- (3) The Web site must be marked on the index page of the site and every major entry point to the Web site with a disclaimer that states: "The information provided on this Web site is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government."
- (4) The Web site must provide persons with disabilities access to information that is comparable to the access available to others. As such, all site content must be compliant with the requirements of the Section 508 amendments to the Rehabilitation Act.
- (5) The Contractor must identify and provide to the COR, in writing, the contact information for the information security point of contact. The Contractor is responsible for updating the contact information whenever there is a change in personnel assigned to this role.
- (6) The Contractor must provide adequate protection from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted on the Web sites. To minimize security risks and ensure the integrity and availability of information, the Contractor must use sound system/software management; engineering and development; and secure-coding practices consistent with USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved as quickly as possible or within 30 days. Contact the USAID Chief Information Security Officer (CISO) at ISSO.usaid.gov for specific standards and guidance.
- (7) The Contractor must conduct periodic vulnerability scans, mitigate all security risks identified during such scans, and report subsequent remediation actions to CISO at ISSO@usaid.gov and COR within 30 workdays from the date vulnerabilities are identified. The report must include disclosure of the tools used to conduct the scans. Alternatively, the Contractor may authorize USAID CISO at ISSO@usaid.gov to conduct periodic vulnerability scans via its Web-scanning program. The sole purpose of USAID scanning will be to minimize security risks. The Contractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above.

(c) For general information, agency graphics, metadata, privacy policy, and 508 compliance requirements, refer to http://transition.usaid.gov/info_technology/xweb/contracts

H.25 AIDAR 752.231-72 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUG 2013)

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

H.26 ADS 302.3.5.21 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCT 2014)

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

- (1) “Dataset” is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the Contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the Contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 “Submission Requirements for Development Experience Documents”).

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

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

- (1) The Contractor must submit to the Development Data Library (DDL), at www.usaid.gov/data, 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.27 COMPLIANCE WITH THE TRAFFICKING VICTIMS PROTECTION REAUTHORIZATION ACT

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

H.28 AUTHORIZED WORK WEEK

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

H.29 FAR 52.203-99, PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (APR 2015)

- (a) The Contractor must not require employees or subcontractors seeking to report fraud, waste, or

abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

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

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

H.30 AIDAR 752.7036 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)

(a) Definitions. As used in this clause—

“Universal” bilateral modification means a bilateral modification, as defined in FAR subpart 43.1, that updates or incorporates new FAR or AIDAR clauses, other terms and conditions, or special requirements, affecting all USAID awards or a class of awards, as specified in the Agency notification of such modification.

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

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

(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 of this contract and general notices through 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.

(1) 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 uploads a universal bilateral modification for contractor review and signature. Proposed IPN Portal modifications distributed through the IPN Portal are applicable to all awards, unless otherwise noted in the proposed modification.

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

(i)(A) Verify applicability of the proposed modification to 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 contracting officer for signature; Note to paragraph (d)(2)(i): The contractor must not incorporate any other changes to the IPN Portal modification.

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

(iii) Notify the contracting officer that the contractor declines to sign the modification.

(3) Within 30 calendar days of receipt of a signed modification from the contractor, the contracting officer must provide the fully executed modification to the contractor or initiate discussions with the contractor. Bilateral modifications provided through the IPN Portal are not effective until both the contractor and the contracting officer sign the modification.

H.31 LOGISTIC SUPPORT GOVERNMENT FURNISHED FACILITIES OR PROPERTY

(a) 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 CO.

(b) If at any time it is determined that the Contractor, or any of its employees or consultants, have used U.S. Government facilities or personnel either in performance of the Contract itself, or in

advance, without authorization in writing, by the Contracting Officer, then the amount payable under the Contract will be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the Contractor, as determined by the Contracting officer.

(c) If the parties fail to agree on an adjustment made pursuant to this clause it must be considered a "dispute" and will be dealt with under the terms of the "Disputes" clauses of the contract.

H.32 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED

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

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

H.33 ELECTRONIC PAYMENTS SYSTEM

1. Definitions:

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

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

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

3. Exceptions. The contractor is allowed the following exceptions, provided the contractor

documents its contract file with the appropriate justification:

- a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.
 - b. Cash payments made to payees where the contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
 - c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants Under Contracts for less than \$3000, when payment through an electronic payment system is not reasonably available.
 - d. The contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the contractor's written justification, which provides a basis and cost analysis for the requested exception.
4. More information about how to establish, implement, and manage electronic payment methods is available to contractors at <http://solutionscenter.nethope.org/programs/c2e-toolkit>.”

H.34 AMMONIUM NITRATE AND CALCIUM AMMONIUM NITRATE RESTRICTION (SEPTEMBER 2011) (CLASS DEVIATION OAA-DEV-LL-03C, EXPIRATION DATE SEPTEMBER 8, 2016)

A. Ammonium Nitrate (AN) and Calcium Ammonium Nitrate (CAN) are marketed and used as fertilizers for agricultural applications, and as explosives for construction/demolition applications. None of the funds made available under this contract/agreement will be used, directly or indirectly, to produce, acquire, use, transport, store, sell, or otherwise deal with AN for agricultural applications or CAN for agricultural or construction/demolition applications. This clause/provision supersedes the terms and conditions of any other clause/provision, including any deemed approval, in this contract/agreement applicable to restricted goods and services. This clause/provision must not be altered or its applicability waived.

B. If USAID determines that the contractor or any subcontractor/subawardee has used any funds under this contract/agreement contrary to the restriction in paragraph (a) of this clause/provision, the Contracting Officer may require the contractor to refund the entire amount used for such purposes. (c) The contractor must insert this clause/provision in its entirety in all subcontracts/subawards, including (without limitation) Grants under Contracts (GUCs).

H.35 CLOUD COMPUTING (MAY 2016)

(a) Definitions. As used in this special contract requirement-

“Access” means the ability or opportunity to gain knowledge of Government or Government-related data or any other data collected or maintained on behalf of the United States Government under this contract.

“Cloud computing” means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

“Government data” means any information, document, media, or machine-readable material, regardless of physical form or characteristics, which is created or obtained in the course of official Government business.

“Government-related data” means any information, document, media, or machine readable material, regardless of physical form or characteristics, which is created or obtained by a Contractor through the storage, processing, or communication of Government data. This does not include a contractor’s business records, e.g., financial records, legal records, or data such as operating procedures, software coding or algorithms that are not uniquely applied to the Government data.

“Spillage” means a security incident that results in the transfer of classified or other sensitive or sensitive but unclassified information to an information system that is not accredited,(i.e., authorized) for the applicable security level of the data or information.

“Cloud Service Provider” or CSP means a company or organization that offers some component of cloud computing – typically Infrastructure as a Service (IaaS), Software as a Service (SaaS) or Platform as a Service (PaaS) – to other businesses, organizations or individuals.

“Penetration Testing” means security testing in which assessors mimic real-world attacks to identify methods for circumventing the security features of an application, system, or network.

“Third Party Assessment Organizations” means an organization independent of the organization whose IT system is being assessed. They are required to meet the ISO/IEC 17020:1998 standards for independence and managerial competence and meet program requirements for technical FISMA competence through demonstrated expertise in assessing cloud-based solutions.

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as their name, Social Security Number (SSN), biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important to recognize that non-PII can become PII whenever additional information is made publicly available — in any medium and from any source — that, when combined with other available information, could be used to identify an individual. PII examples include name, address, SSN, or other identifying number or code, telephone number,

and e-mail address. PII can also consist of a combination of indirect data elements such as gender, race, birth date, geographic indicator (e.g., zip code), and other descriptors used to identify specific individuals. When defining PII for USAID purposes, the term “individual” refers to a citizen of the United States or an alien lawfully admitted for permanent residence.

“Breach” means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic.

(b) Computing

This special contract requirement applies to the Contractor and all personnel providing support under this contract (hereafter referred to collectively as “Contractor”) and addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), E-Government Act of 2002 - Section 208 and Title III, Federal Information Security Management Act (FISMA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat 745), National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data.

(c) Limitations on access to, use and disclosure of, government data and Government-related data.

(1) The Contractor shall not access, use, or disclose Government data unless specifically authorized by the terms of this contract issued hereunder.

i. If authorized by the terms of this contract issued hereunder, any access to, or use or disclosure of, Government data shall only be for purposes specified in this contract.

ii. The Contractor shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and obligations.

iii. These access, use, and disclosure prohibitions and obligations shall remain effective beyond the expiration or termination of this contract.

(2) The Contractor shall use related Government data only to manage the operational environment that supports the government data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer.

(d) Records Management and Access to Information

(1) The Contractor shall support a system in accordance with the requirement for Federal agencies to manage their electronic records in accordance with capabilities such as those identified in the

provisions of this contract, National Archives and Records Administration (NARA) retention policies.

(2) Upon request by the government, the Contractor shall deliver to the Contracting Officer all Government data and Government-related data, including data schemas, metadata, and other associated data artifacts, in the format specified in the schedule or by the Contracting Officer in support of government compliance requirements to include but not limited to Freedom of Information Act, Privacy Act, e-Discovery, e-Records and legal or security investigations.

(3) The Contractor shall retain and maintain all Government data in accordance with records retention provisions negotiated by the terms of the contract and in accordance with USAID records retention policies.

(4) The Contractor shall dispose of Government data and Government-related data in accordance with the terms of the contract and provide the confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures.

(e) Notification of third party access to Government data: The Contractor shall notify the Government immediately of any requests from a third party for access to Government data or Government-related data, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or Local agency, that could result in the disclosure of any Government data to a third party. The Contractor shall cooperate with the Government to take all measures to protect Government data from any loss or unauthorized disclosure that might reasonably result from the execution of any such request, warrant, seizure, subpoena, or similar legal process.

(f) Spillage and Security Incidents: Upon written notification by the Government of a spillage or security incident, or the Contractor's discovery of a spillage or security incident, the Contractor shall coordinate immediately with the Office of Security at SECinformationsecurity@usaid.gov to correct the spillage or security incident in compliance with agency-specific instructions.

(g) Information Ownership and Rights: USAID information stored in a cloud environment remains the property of USAID, not the Contractor or cloud service provider (CSP). USAID retains ownership of the information and any media type that stores Government information. The CSP does not have rights to the USAID information for any purposes other than those explicitly stated in the contract.

(h) Security Requirements:

(1) The Contractor shall adopt and maintain administrative, technical, and physical safeguards and controls that meet or exceed requirements contained within the Federal Risk and Authorization Management Program (FedRAMP) Cloud Computing Security Requirements Baseline, current standard for NIST 800-53, including Appendix J, and FedRAMP Continuous Monitoring Requirements for the security level and services being provided, in accordance with the security categorization or impact level as defined by the government based on the Federal Information Processing Standard (FIPS) Publication 199 (FIPS-199).

(2) The Contractor shall comply with FedRAMP requirements as mandated by Federal laws and policies, including making available any documentation, physical access, and logical access needed to support this requirement. The Level of Effort for the security assessment and authorization (SA&A) is based on the system's complexity and security categorization. The Contractor shall create, maintain and update the following documentation using FedRAMP requirements and templates, which are available at <http://FedRAMP.gov>.

(3) The Contractor must support SA&A activities to include assessment by an accredited Third Party Assessment Organization (3PAO) initially and whenever there is a significant change to the system's security posture in accordance with the FedRAMP Continuous Monitoring Plan. The Contractor must make available to the Contracting Officer, the most current, and any subsequent, Security Assessment Reports for consideration as part of the Contractor's overall Systems Security Plan.

(4) The Government reserves the right to perform or request Penetration Testing by an independent source. If the Government exercises this right, the Contractor shall allow Government employees (or designated third parties) to conduct Security Assessment activities to include control reviews in accordance with FedRAMP requirements. Review activities include but are not limited to scanning operating systems, web applications, databases, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of Government information for vulnerabilities.

(5) Identified gaps between required FedRAMP Security Control Baselines and Continuous Monitoring controls and the Contractor's implementation as documented in the Security Assessment Report must be tracked by the Contractor for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the gaps, the Government may require them to be remediated before a provisional authorization is issued.

(6) The Contractor is responsible for mitigating all security risks found during SA&A and continuous monitoring activities. All high-risk vulnerabilities must be mitigated within thirty (30) days and all moderate risk vulnerabilities must be mitigated within sixty (60) days from the date vulnerabilities are formally identified. The Government will determine the risk rating of vulnerabilities.

(7) The Contractor shall provide access to the Federal Government, or their designee acting as their agent, when requested, in order to verify compliance with the requirements and to allow for appropriate risk decisions for an Information Technology security program. The Government reserves the right to conduct onsite inspections. The Contractor must make appropriate personnel available for interviews and provide all necessary documentation during this review and as necessary for continuous monitoring activities.

(i) Privacy Requirements: Cloud Service Provider (CSP) must understand and adhere to applicable federal Privacy laws, standards, and guidance to protect Personally Identifiable Information (PII) about individuals that will be collected and maintained by the Contractor solution. The Contractor

responsibilities include full cooperation for any request for disclosure, subpoena, or other judicial process seeking access to records subject to the Privacy Act of 1974.

(j) Data Location: The Contractor must disclose the data server locations where the Agency data will be stored as well as the redundant server locations. The Contractor must have prior Agency approval to store Agency data in locations outside of the United States.

(k) PII Breach Response: The Contractor is responsible for timely breach reporting, individual notification, mitigation, cost and containment resulting from PII Breaches. The Contractor must document and provide to the COR and USAID Chief Privacy Officer (privacy@usaid.gov) a plan describing in detail their breach response policies and processes addressing these issues to include credit monitoring or other appropriate relief to affected individuals.

(l) Terms of Service (ToS): The Contractor must disclose any requirements for terms of service agreements and clearly define such terms prior to contract award. All ToS provisions regarding controlling law, jurisdiction, and indemnification must align with Federal statutes, policies, and regulations.

(m) Service Level Agreements (SLAs): The Contractor must be willing to negotiate service levels with USAID; clearly define how performance is guaranteed (such as response time resolution/mitigation time, availability, etc.); monitor their service levels; provide timely notification of a failure to meet the SLAs; and evidence that problems have been resolved or mitigated. Additionally, at USAID's request, the Contractor must submit reports or provide a dashboard where USAID can continuously verify that service levels are being met. Where SLAs fail to be met, USAID may assess monetary penalties or service credit.

(n) Trusted Internet Connection (TIC): The Contractor must route all USAID traffic through the TIC. (o) Forensics, Freedom of Information Act (FOIA), Electronic Discovery: The Contractor must allow USAID access required to retrieve information necessary for FOIA and Electronic Discovery activities, as well as, forensic investigations for both criminal and non-criminal purposes without their interference in these activities. USAID may negotiate roles and responsibilities for conducting these activities in agreements outside of this contract.

(1) The Contractor must ensure appropriate forensic tools can reach all devices based on an approved timetable.

(2) The Contractor must not install forensic software or tools without the permission of USAID.

(3). The Contractor, in coordination with USAID Bureau for Management, Office of The Chief Information Officer (M/CIO)/ Information Assurance Division (IA), must document and guarantee the preservation of data required for these activities.

(4) The Contractor, in coordination with USAID M/CIO/IA, must clearly define capabilities, procedures, roles and responsibilities and tools and methodologies for these activities.

(p) The Contractor shall include the substance of this special contract requirement, including this

paragraph (p), in all subcontracts, including subcontracts for commercial items.

H.36 AIDAR 752.245-71 TITLE TO AND CARE OF PROPERTY (APR 1984)

(a) Title to all non-expendable property purchased with Contract funds under this Contract and used in the Cooperating Country, shall at all times be in the name of the Cooperating Government, or such public or private agency as the Cooperating Government may designate, unless title to specific types or classes of nonexpendable property is reserved to USAID under provisions set forth in the schedule of this Contract; but all such property shall be under the custody and control of contractor until the owner of title directs otherwise, or completion of work under this Contract or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guaranties and warranties obtained from suppliers shall be taken in the name of the title owner. (Nonexpendable property is property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of \$500 or more.

(b) Contractor shall prepare and establish a program to be approved by the Mission, for the receipt, use, maintenance, protection, custody, and care of non-expendable property for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program.

(c) (1) For non-expendable property to which title is reserved to the U.S. Government under provisions set forth in the schedule of this Contract, the contractor shall submit an annual report on all non-expendable property under its custody as required in the clause of this Contract entitled "Government Property".

(2) For non-expendable property titled to the Cooperating Government, the contractor shall, within 90 days after completion of this Contract, or at such other date as may be fixed by the Contracting Officer, submit an inventory schedule covering all items of non-expendable property under its custody, which have not been consumed in the performance of this Contract. The contractor shall also indicate what disposition has been made of such property. Title to property is with USAID with care and custody with the Contractor.

H.37 FAR 52.203-18, PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS-REPRESENTATION (JAN 2017)

(a) *Definition.* As used in this provision-- "Internal confidentiality agreement or statement", "subcontract", and "subcontractor", are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report

fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

H.38 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(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)

[END OF SECTION H]

PART II – CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE -FEDERAL ACQUISITION REGULATION	DATE
52.202-1	DEFINITIONS	(NOV 2013)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVT	(SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (OCT 2010)	(MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(MAY 2014)
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(SEPT 2007)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(OCT 2010)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	(OCT 2015)

52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	(DEC 2011)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	(APR 2014)
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENT OR STATEMENTS	(JAN 2017)
52.204-1	APPROVAL OF CONTRACT	(DEC 1989)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	(MAY 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	(OCT 2018)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	(OCT 2018)
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I.2 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

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

“Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

“Full cooperation”—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors’ and investigators’ request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“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).

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

- (i) Have a written code of business ethics and conduct;
 - (ii) Make a copy of the code available to each employee engaged in performance of the contract.
- (2) The Contractor shall—
- (i) Exercise due diligence to prevent and detect criminal conduct; and
 - (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.
- (3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—
- (A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or
 - (B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).
- (ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor’s disclosure as confidential where the information has been marked “confidential” or “proprietary” by the company. To the extent permitted by the law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization’s jurisdiction.
- (iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.
- (c) *Business ethics awareness and compliance program and internal control system.* This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:
- (1) An ongoing business ethics awareness and compliance program.
 - (i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor’s standards and procedures and other aspects of the Contractor’s business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual’s respective roles and responsibilities.
 - (ii) The training conducted under this program shall be provided to the Contractor’s principals and employees, and as appropriate, the Contractor’s agents and subcontractors.
 - (2) An internal control system.
 - (i) The Contractor's internal control system shall—
 - (A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and
 - (B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5.5 million and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

I.3 FAR 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)

(a) "Cancellation," as used in this clause, means that the Government is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Contracting Officer --

(1) Notifies the Contractor that funds are not available for contract performance for any subsequent program year; or

(2) Fails to notify the Contractor that funds are available for performance of the succeeding program year requirement.

(b) Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.

(c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.

(d) The cancellation charge will cover only --

(1) Costs --

(i) Incurred by the Contractor and/or subcontractor;

(ii) Reasonably necessary for performance of the contract; and

(iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; and

(2) A reasonable profit or fee on the costs.

(e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date --

(1) Of notification of the non-availability of funds; or

(2) Specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.

(f) The Contractor's claim may include --

(1) Reasonable nonrecurring costs (see Subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multi-year requirements;

(2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;

(3) Costs incurred for the assembly, training, and transportation to and from the job site of

a specialized work force; and

(4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.

(g) The claim shall not include --

(1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;

(2) Any cost already paid to the Contractor;

(3) Anticipated profit or unearned fee on the canceled work; or

(4) For service contracts, the remaining useful commercial life of facilities. "Useful commercial life" means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

(h) This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.

(i) Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

I.4 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

(a) Definitions. As used in this clause—

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Coercion" means—

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Commercially available off-the-shelf (COTS) item" means--

(1) Any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, Contractor employees, and their agents shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)
 - (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
 - (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees recruitment fees;
- (7)
 - (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--
 - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
 - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--
 - (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--
 - (A) Legally permitted to remain in the country of employment and who chooses to do so; or
 - (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
 - (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The Contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the Contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall—

(1) Notify its employees and agents of—

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Declining to exercise available options under the contract;
- (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

- (1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
- (2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation.

- (1) The Contractor shall, at a minimum—
 - (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
 - (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
 - (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
 - (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
- (2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—
 - (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
 - (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
 - (iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan.

(1) This paragraph (h) applies to any portion of the contract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform Contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

I.5 FAR 52.229-8 TAXES – FOREIGN COST-REIMBURSEMENT CONTRACT (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Liberia, or from which the Contractor or any subcontractor under this contract is exempt under the laws of Liberia, shall not constitute an allowable cost under this contract.

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

I.6 FAR 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 7 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or Employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

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

(d) Government response. The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

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

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

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

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect.

When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

(f) Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work

for Government purposes.

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

I.7 AIDAR 752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD (JUN 1993)

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

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

I.8 AIDAR 752.231-71 SALARY SUPPLEMENTS FOR HG EMPLOYEES (MAR 2015)

(a) Salary supplements are payments made that augment an employee's base salary or premiums, overtime, extra payments, incentive payment and allowances for which the HG employee would qualify under HG rules or practice for the performance of his/hers regular duties or work performed during his/hers regular office hours. Per diem, invitational travel, honoraria and payment for work carried out outside of normal working hours are not considered to be salary supplements.

(b) Salary supplements to HG Employees are not allowable without the written approval of the contracting officer.

(c) The Contractor must insert a clause containing all the terms of this clause, including the requirement to obtain the written approval of the contracting officer for all salary supplements, in all subcontracts under this contract that may entail HG employee salary supplements.

I.9 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JULY 1997)

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

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

I.10 AIDAR 752.7013 CONTRACTOR-MISSION RELATIONSHIPS (JUN 2018)

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

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

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

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

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

I.11 AIDAR 752.7034 ACKNOWLEDGMENT AND DISCLAIMER (DEC 1991)

(a) USAID must be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this contract, and the product must state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgments should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows:

"This [publication, video or other information/media product (specify)] was made possible through

support provided by USAID/Liberia, Bureau for Africa, U.S. Agency for International Development, under the terms of Contract No. _____. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

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

I.12 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This Contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

I.13 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause—"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

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

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

I.14 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL2014)

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

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or

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

I.15 52.229-8 TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of The Republic of Liberia, or from which the Contractor or any subcontractor under this contract is exempt under the laws of The Republic of Liberia, shall not constitute an allowable cost under this contract.

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

I.16 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

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

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

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

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

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

[END OF SECTION I]

PART III - LIST OF DOCUMENTS, EXHIBITS, FORMS AND OTHER ATTACH

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	REFERENCE/ LINK
J.1	PEER Statement of Objectives	N/A
J.2	Past Performance Information Matrix	N/A
J.3	Trafficking in Persons Certification	N/A
J.4	Quarterly Reporting Template	N/A
J.5	Annual Inventory Report	N/A
J.6	SF LLL – Disclosure of Lobbying Activities	<i>Link available below, but form is also attached</i>
J.7	Trafficking in Persons Compliance/Risk Mitigation Plan	N/A
J.8	Contractor Performance Reference Sheet	N/A
J.9	USAID Form 1420-17 Contractor Biographical Data Sheet	<i>Link available below, but form is also attached</i>
J.10	Local Compensation Table (LCT)	N/A
J.11	Branding and Marking Template	N/A
J.12	Budget Template	N/A
J.13	Liberia National Youth Policy	
J.14	Initial Environmental Examination (IEE)	
J.15	Pro-Poor Agenda for Prosperity & Development	

FORMS:

USAID Form 1420-17 - Contractor Biographical Data Sheet

Please Locate the Form at: <https://www.usaid.gov/forms/aid-1420-17>

SF LLL - Disclosure of Lobbying Activities

Please Locate the Form at: <https://www.gsa.gov/forms-library/disclosure-lobbying-activities>

[END OF SECTION J]

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Not Applicable – Reference FAR 4.12 and FAR 52.204-7.

NOTE: Trafficking in Persons Certification must be submitted with the proposal (see Attachment J.3). Per FAR 4.12, FAR 52.204-7, and FAR 52.204-8, contractors will submit other required representations and certifications in beta.SAM (<https://beta.sam.gov/>). when submitting proposals. See Section L instructions for the cost/business proposal.

52.204-26 Covered Telecommunications Equipment or Services-Representation (DEC 2019)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has 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) *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.

[END OF SECTION K]

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. In addition, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/>(FAR); and

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
NUMBER	TITLE	DATE
52.204-6	UNIQUE ENTITY IDENTIFIER	OCT 2016
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL-2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL-2016
52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION- ALTERNATE I	JAN-2017
52.215-16	FACILITIES CAPITOL COST OF MONEY	JUN 2003
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES— IDENTIFICATION OF SUBCONTRACTOR EFFORT	OCT-2009
52.216-1	TYPE OF CONTRACT	APR-1984
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—TARGETS	OCT 2000
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB-1999
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB-1993

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

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

L.3 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Judy J. Webb
Supervisory Contracting Officer
USAID/Liberia c/o US Embassy
502 Benson Street
1000 Monrovia 10 Liberia
jwebb@usaid.gov

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

USAID’s Office of General Counsel (GC/LE)
GC/Litigation and Enforcement
Attention: William Buckhold, Assistant General Counsel
Fax: 202-216-3058

L.4 GENERAL INSTRUCTIONS TO OFFERORS

- a. **Single Award:** The U. S. Government anticipates awarding one Cost-Plus-Fixed-Fee, completion-type contract as a result of this solicitation. The Agency reserves the right to award more awards than the anticipated number of contracts stated above.
- b. **Responsiveness to Solicitation:** If an offeror does not follow the instructions set forth herein, the offeror's proposal may be eliminated from further consideration or the proposal may be downgraded and not receive full or partial credit under the applicable evaluation criteria. Proposals must respond directly to the terms, conditions, specifications, and provisions of this RFP. Proposals not conforming to this RFP will be determined as non-responsive, thereby eliminating them from further consideration.
- c. **Accurate and Complete Information:** An offeror must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

- d. **Pre-award Survey**: USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) Offeror's ability to perform the contract duties under the program conditions; (2) a review of the Offeror's financial condition, business and personnel procedures, etc.; and (3) site visits to the Offeror's facilities.

- e. **Offer Acceptability**: The Government may determine an offer to be unacceptable if the offer does not comply with all the terms and conditions of the RFP and prospective contract:
 - (1) Completion of Standard Form 33, Blocks 12 through 18;

 - (2) Submission of proposed costs/prices and indirect cost information as required by Section B and L of this RFP;

 - (3) Per FAR 4.12 and FAR 52.404-7, offerors will submit required representations and certifications in beta.SAM, as well as any other certification or other statements included in Section K. Full compliance with beta.SAM is mandatory prior to award. See the following link: <https://beta.sam.gov/>.

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

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

- g. **Questions**: All questions and requests for clarification must be addressed to the Contracting Officer and sent to the e-mail address(es) provided on the cover letter, by the date and time as indicated on the same. Phone calls will not be accepted.

- h. **Technically Unacceptable**: All offers which are technically unacceptable will not receive a review of their proposed costs.

- i. **Solicitation Conditions**: The technical proposal process will be conducted in a somewhat two-phase manner. For Phase I, offerors are expected to submit a Powerpoint presentation slide deck and full cost proposal as per instructions in this section. The Powerpoint presentation should cover the offeror's technical approach and past performance. No revisions can be made to this slide deck from the time of submission to the time of oral presentations. After oral presentations (Phase I), some offerors **may** move to Phase II and be required to submit a full technical narrative proposal (Phase II).

In summary, the offerors must be prepared to adhere to the following steps:

1. Submission of a Powerpoint slide deck covering the offeror's technical approach and past performance.
 2. Submission of a full cost proposal per instructions in Section L.5. The cost proposal will be evaluated but not presented or referenced in the slide deck or oral presentations.
 3. Oral Presentations: All offerors will be required to prepare for and furnish oral presentations. As stated above, oral presentations will only consist of the offeror's slide deck covering their technical approach and past performance, that address all the elements listed in Volume I - Technical Proposal and that addresses the evaluation criteria in Section M.
 4. Submission of a full narrative proposal based on the slide deck submission (with requested revisions if required) after oral presentations.
 5. USAID/ Liberia will not be liable for any costs incurred in relation to the oral presentation or logistics/travel required to schedule the presentation.
- j. **Award without discussions**: If the Contracting Officer determines that award without discussions is possible based on the oral presentations; s/he may request the offeror in consideration to furnish their written proposal for purposes of making the award following the guidance in Section L. The written proposal may not deviate from the slide deck or incorporate approaches that were not initially presented.
- k. **Discussions**: If the Contracting Officer determines that discussions are necessary after oral presentations, s/he will establish a competitive range. The offerors within the competitive range will be required to submit their revised offer following the guidance in Section L that takes into consideration and responds to any observations raised from the technical and cost evaluations.
- l. **USAID OBLIGATION**: Issuance of this solicitation does not in any way obligate the U.S. Government to award a contract nor does it commit the U.S. Government to pay for costs incurred in the preparation and submission of a proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government.

L.5 PROPOSAL SUBMISSION/ DELIVERY INSTRUCTIONS

- a. Per FAR 4.12 and FAR 52.404-7, contractors will submit required representations and certifications in beta.SAM (<https://beta.sam.gov/>) therefore these do not have to be submitted with proposal(s); however, review Section K for additional information/statements that may be required. Full compliance with SAM registration is mandatory prior to award.
- b. Proposals submitted in response to this RFP will be received in the following manner:

Submitted electronically to Edward S. Lamin at elamin@usaid.gov with copies to the attention of Ruth Caesar-Hne at rcaesar-hne@usaid.gov, and Judy J. Webb, Contracting Officer at jwebb@usaid.gov.

Receipt by any of these addresses will constitute timely receipt for this RFP. Receipt time is when the proposal is received by the USAID/Washington internet server. Attachments per email must be less than 20MB and must not include ZIP files or folders as we cannot guarantee their acceptance by the internet server. The offeror will submit electronically only.

- c. Closing Date and Time: **PLEASE SEE THE COVER LETTER.** Proposals received after the closing date and time will be processed as late and handled in accordance with FAR 15.208.
- d. All Submittals that will require more than one email should be sent using the following format:

RFP No.: 72066920, PEER Youth Activity (PEER), Volume I - Technical Proposal, email 1 of #. The oral presentation slide deck must also be submitted as a Adobe Acrobat PDF alongside the Volume I submission.

RFP No.: 72066920, PEER Youth Activity (PEER), email 1 of #.

Volume I - Technical Proposal and Volume II - Cost Proposals must be kept in separate email submissions from one another. The Volume I - Technical Proposal **MUST NOT** make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

- e. Electronic Submission:

All submissions must be sent to the email address identified above. Electronic submission must be organized as follows:

- i. Slide deck of oral presentation in Adobe Acrobat PDF as well as MS PowerPoint
- ii. Volume I – Technical Proposal in Adobe Acrobat PDF.
- iii. Volume II – Cost Proposal in Adobe Acrobat PDF, Microsoft Excel and Word (2003 version or newer) for the following:
 - Microsoft Excel only applies to the budget. All calculations and formulas in the Excel file must be visible and unlocked. Furthermore, there will be no password protected cells or spreadsheets.
 - USAID requires a Word version of the budget narrative. While there is no page limit, the offerors are encouraged to be as concise as possible, but still provide the necessary detail to address the solicitation requirement.
- iv. Submissions per e-mail should not exceed 20MB in total file/data size. The offerors should design proposals that facilitate access to information and ease of review.

- v. All electronic files must be unzipped.
- vi. All attachments/electronic contents must be formatted to print on 8.5 by 11 inch or A4 size paper, single spaced, with 12-point font with one-inch margins on all sides.
- vii. The Contracting Officer reserves the right to request any submission material in MS Word/Excel (software versions 2003 or newer), if applicable.

If an offeror does not understand the instructions in this solicitation, then the offeror should write to the Contracting Officer and seek clarification during the questions period no later than the date identified in the cover letter in order to obtain an answer in time to meet deadlines listed in the cover letter. **NO QUESTIONS WILL BE ANSWERED BY PHONE AND ALL QUESTIONS MUST BE SUBMITTED IN WRITING AND SUBMITTED AS INSTRUCTED IN SECTION L.5.**

L.6 INSTRUCTIONS FOR THE PREPARATION OF VOLUME I – TECHNICAL PROPOSAL (PHASE I AND PHASE II)

L.6.1 SLIDE DECK & ORAL PRESENTATIONS - Phase I: (maximum 1 slide per page)

- a. By the proposal submission due date on the cover letter the offeror will submit a slide deck that responds to the technical factors detailed in Section L and addresses the evaluation criteria in Section M.
- b. Section L.7 Oral Presentation Instructions provides specific details on time limitations of the oral presentations. NOTE: All information must be easily readable when printed and/or presented. The slide deck will only incorporate the offeror's technical approach and contractor past performance, it must not include or reference cost elements.
- c. Oral presentations will be conducted by a digital video conference (DVC) such as **Google Meet video conferencing** at the USAID/Liberia office. All presentations will be recorded and further logistical and scheduling information or a google invite will be transmitted to offerors. In so doing, offerors are advised to setup a google account and provide us an account for setting up the Google Meet invite.

L.6.2 TECHNICAL PROPOSAL - Phase II

The Technical Proposal must conform to the prescribed format indicated below and not exceed the allowed page limits. After oral presentations (Phase I), some offerors may be required to submit a full technical narrative proposal (Phase II). The narrative proposal must adhere to the following:

- a. Describe in its Performance Work Statement (PWS) how they intend to achieve each of the objectives outlined in the Statement of Objectives. Technical proposals should be specific, complete, and presented concisely. Offerors should take into account the technical

evaluation factors and sub-factors as well as the evaluation criteria in Section M.

- b. The written proposal may not deviate from the slide deck or incorporate approaches that were not initially presented.
- c. The Technical Proposal must not exceed the maximum page numbers listed below. It must be written in Times Romans font, single spaced and shall be written in English. Paper size shall be 8.5 x 11 inches or A4 size. Each page, including attachments, shall be numbered consecutively. As appropriate, fold out pages may be used; size 11 x 17 inch paper may be used to present any graphs, charts, and/or tables. Graphs, charts, and tables larger than 8 1/2" x 11" shall be included as an attachment. Text attachments shall adhere to the same formatting specifications given above. For visual clarity, graphs, charts and/or scanned documents must be readable.
- d. Any page in the technical proposal that contains a table, chart, and graph is subject to the page limitations below.
- e. All critical information from annexes should be summarized in the technical proposal.

NOTE: A page in the Performance Work Statement that contains a table, chart, graph, etc., not otherwise excluded below, is subject to the **26 page limitation**.

Volume I – Technical Proposal

1. Cover Letter (1 page)
2. Table of Contents (maximum 2 pages)
3. List of Acronyms (1 page)
4. Executive Summary (maximum 2 pages)
5. Performance Work Statement (maximum 20 pages)
 - a. Performance Work Statement/ Technical Approach
 - b. Management Plan and Staffing Plan
 - c. Past Performance
6. Annexes
 - Implementation Plan- (Not to exceed 15 pages)
 - Draft Activity Monitoring, Evaluation, and Learning Plan – (No page limit)
 - Organizational Chart (Not to exceed two pages)
 - Resumes/Curriculum Vitae for Key Personnel Resumes and References (maximum 3 pages per key personnel)
 - Letter of Commitment from proposed Key Personnel or Implementing Partners (if any) (One page for each key personnel)
 - Past Performance References (No page limit)
 - Branding Strategy, Branding Implementation Plan, and Marking Plan (maximum 5 pages)
 - Contractor Past Performance (No page limit) The offeror must list up to five (5) for itself and up to an additional five (5) for each major sub-contractor.

L.6.3 Cover Letter (not to exceed 1 page)

The cover letter must include the offeror's name and the organization's DUNS number. Major subcontractors (hereafter referred to as "subs") must be clearly identified, along with their DUNS numbers; major subs are defined as those subcontractors whose proposed costs exceed 20% of the offeror's proposed total cost or perform a key element of the RFP. Include a contact person for the proposal, title or position within the organization, address, telephone, and email address. The contact person should be the individual with authority to contract for the offeror.

L.6.4 Executive Summary (not to exceed 2 pages)

The executive summary describes the basic elements of the offeror's proposal. This section should include a problem statement, goals and objectives and a summary of the key elements of the offerors strategy, approach, methodologies, management, personnel and implementation plan.

L.6.5 Performance Work Statement (PWS)

(a) Performance Work Statement/Technical Approach (PWS) [See Section M.2.2(a)]

The offeror must prepare an innovative and evidence-based Performance Work Statement (PWS) that articulates how the offeror intends to achieve the objectives and results contained in the SOO. The PWS sub-headings [tasks] must follow the same organization as in the SOO. The offeror may add further sub-headings after each identified objective, if needed.

The Offeror must describe its proposed technical methodologies, approaches, and interventions, including the phasing approach (if any) it will use, to achieve the PEER Youth Activity's *purpose*, which is to provide 20,000 targeted Liberian youth ages 15-29 with a range of sustainable opportunities, tools, and support systems that enable them to improve their livelihoods and increase their abilities to contribute as both economically- and socially-productive and engaged family and community members. The offeror's PWS must describe an approach that shows understanding and responsiveness to the objectives outlined in the SOO and that additionally addresses the following sub-factors:

1. *Adaptive Management*: USAID recognizes that the contractor will be operating in a dynamic environment which requires continual learning and adaptation. Within the PWS, the offeror must reflect indicators that will be used for adaptive management and criteria to enable the offeror and USAID to determine if progress is on track to meet planned objectives or if changes in approach or focus are required. The offeror should define the criteria that will be used to make programming decisions at each phase of the activity.
2. *Sustainability and Innovation*: For the purpose of this award sustainability and innovation are defined using five principles: invest in feasible and appropriate locally-driven solutions, take intelligent risks, use evidence to drive decision-making, facilitate collaboration and co-creation among stakeholders, and identify scalable solutions. The offeror must explicitly address innovation as well as sustainability throughout the PWS.

(b) Management Plan and Staffing Plan [See Section M.2.2(b)]

The offeror must respond to the following two sub-factors:

1. *Organizational Structure and Staffing Plan*: The offeror must demonstrate an organizational structure and staffing plan that is responsive to the PWS and likely to achieve the proposed results. This will include an organogram and accompanying brief description with projected positions (key and non-key), level of effort, and reporting relationships that reflects the offeror's PWS. The offeror is to list positions only, (no names or other identifying information) outside the five identified senior key personnel are to be included within the organogram or staffing plan. The offerors should demonstrate a structure that supports a decentralized management system with maximum efforts focused at supporting the Ministry of Youth and Sports at the facility level. The offeror should clearly articulate areas where overlap in positions occur (within the prime and prime/sub structure) and state why it may be necessary, while ensuring that there are no duplication of efforts/positions within the overall staffing plan. The offeror should articulate the division of responsibilities between in-country project staff, central level staff, county level staff, consultants providing short/long-term technical assistance, and home office support (if the offeror is an international organization) that will lead to the achievement of the statement of objectives. This section will also explain how the offeror will be engaging with the sub-contractors, Ministry of Youth and Sports, and USAID, delineating roles and responsibilities of each in reference to (sub IR-3.4), including management of the grants under contracts compound of the sub-IR.
2. *Institutional Capacity*: The offeror must include information related to the technical capacity and experience of all the partners included in the proposal and must clearly demonstrate those partners' ability to implement this activity. The institutional capacity section must clarify what the proposed partner organization's institutional responsibilities are, and how those responsibilities complement and integrate, and not duplicate one another.

(c) Quality Assurance and Surveillance Plan [See Section M.2.2(c)]

The offeror must develop a Quality Assurance Surveillance Plan (QASP) which outlines a surveillance schedule and clearly describes the surveillance methods to be used. The purpose of the QASP is for USAID to better understand the offerors internal monitoring system to ensure timely and quality products and services. Further, the QASP will identify what an acceptable level of quality is for each deliverable. The QASP is distinct from the AMELP or COR oversight, rather it's a demonstration of how the offeror will manage their performance and risk through the life of the contract. The plan must include roles and responsibilities for surveillance throughout the duration of the contract. The QASP must align with the PWS and focus on the quality and timeliness of the output to be delivered and not just on the steps required or procedures used to provide the service. The plan must provide for prevention and ready detection of any challenges, and for timely and positive corrective action.

(d) Key Personnel [See Section M.2.2(d)]

For each of the offeror's proposed key personnel positions, the offeror will submit the position titles, position description, and roles and responsibilities that align with the qualifications highlighted in **Section F.4**. The offeror should focus on the skills necessary to fulfill the envisioned role rather than the traditional mix of educational qualification and experience; however, the offeror reserves the right to propose their minimum requirements as deemed necessary to complement the offeror's PWS. The offeror may not propose more than five (5) key personnel.

Each of the five (5) key personnel must have a USAID bio-data sheet, CV/resume and at least three (3) references (including name, title/position, telephone, and email contact for each reference).

The offeror must also address the following related to key personnel:

- Relevant skills-sets which match or exceed the requirements (position description and roles and responsibilities as they relate to the PWS) established by the offeror for the position; and,
- Why they are interested in being the leaders of this activity and why they are the "best fit for the position."

(e) Proposed Fee Structure and Deliverables [See Section M.2.2(e)]

The offeror must submit a deliverables table and fee structure as per **Section B.8, Table 1**. The offeror should complete the deliverables and propose due dates with a proposed percentage of the total percentage of fee being proposed. Do not present actual cost but rather a percentage of project cost; actual cost figures will be detailed at time of award.

L.6.6 Contractor Past Performance Information (no page limitation) [See Section M.2.2(f)]

(a) The offeror (including all partners of a consortium) must provide performance information for itself and each major subcontractor ("major subcontractors" are those subcontractors whose proposed costs exceed 20% of the offeror's proposed total cost or perform a key element of the RFP) in accordance with the following:

(1) Utilizing the Past Performance Matrix in Attachment J.2, the offeror is to list the most recent (within the past five years) and relevant contracts or assistance awards for efforts which are similar to the work in the subject proposal. The offeror must list up to five (5) for itself and up to an additional five (5) for each major sub-contractor. The most relevant indicators of performance are contracts of similar scope, size (dollar value) and/or complexity. Offerors need to demonstrate a successful track record in providing services and achieving results under activities similar in size, scope and complexity. The offeror must describe successful experiences using subcontractors to implement major technical components. Once an offeror's proposal is received, reference checks may be undertaken

at any time at the discretion of USAID/Liberia. USAID reserves the right to obtain and consider past performance information from sources other than the offeror.

- (i) For all contracts listed above that are in PPIRS, the offeror will attach the official PPIRS report(s). Attachment J.8 is not to be utilized for Past Performance information that is already accessible in PPIRS.
- (ii) For all contracts that are not in PPIRS and relevant assistance awards listed above, the Contractor Performance Reference Sheet [Attachment J.8] must be utilized in collecting the performance information.

1. USAID recommends that the offeror alerts these references that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if USAID requests this information.

(b) In accordance with FAR 15.305(a)(2), if extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken.

(c) Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the offeror's PWS.

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

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

(2) As part of the evaluation of performance in Section M of the 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 your SB subcontracting plan or other similar small business incentive programs set out in your contract(s).

(3) In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must do the following:

(A) Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed-- substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or

other similar SB incentive programs set out in your contract(s) and explain any mitigating circumstances if goals were not achieved.

(B) To supplement the narrative summary in (A), provide a list of the recent contracts no more than 10, within the past five years for which you 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.

(C) Provide the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her title, phone number, and email address for each.

L.6.7 ANNEXES

A. DRAFT IMPLEMENTATION PLAN (NOT TO EXCEED 15 PAGES)

As an annex to the PWS, the Offeror must include a broad-brush life of activity implementation plan indicating how the proposed activities will unfold, and clearly delineating the moments at which the main contract deliverables will be rendered, including the major deliverables listed in Section F. The Offeror should assume a fictional award date of xxxxx, and end date of xxxxx. The plan should include the human and institutional capacity building/systems strengthening activities required for achieving PEER Youth Intermediate Results 1, 2, and 3. While the Offeror is not required to list all interventions, the Offeror is required to include critical path items for capacity building and phased scale up. The plan should directly align with the proposed technical approach and logically lead to the outcomes described in Section C.

If the Offeror is part of a consortium, the implementation plan must clearly indicate which organization in the consortium will be responsible for achieving which sections and activities of the implementation plan.

B. ACTIVITY MONITORING, EVALUATION, AND LEARNING PLAN (NO PAGE LIMIT)

The Offeror must present a draft Activity Monitoring, Evaluation, and Learning Plan (MELP) that aligns with the proposed technical approach and establishes concrete measures, data collection tools and methods, data sources and plans for achieving and capturing results. The Offeror must describe how it will uphold standards of data quality (accuracy, validity, reliability, timeliness, and integrity) throughout the data collection process, and ensure that staff and stakeholders involved in data collection, aggregation, and calculation are trained by the activity to ensure that high standards of data quality are met whenever they perform data-related activities.

Collaborating, Learning, and Adapting

The Offeror must also describe how it will comply with relevant USAID guidance regarding requirements for Collaborating, Learning, and Adapting in USAID Automated Directives System (ADS) 201.3.5.19. As part of the MELP, the Offeror must propose a learning agenda

that facilitates a process for strategic collaboration among partners, systematically generates and captures learning, facilitates the exchange of knowledge, and promotes a learning culture. The learning agenda must outline key questions that PEER Youth will aim to answer, as well as a plan for knowledge-sharing with the USAID Mission, relevant and priority partners, and stakeholders. In addition, the Offeror must describe how it will develop adaptive management and implementation processes to allow course correction to respond to any unintended effects of the activity, changing/emerging realities, and priorities.

Tracer studies

The Contractor is required to track youth's progress (including psychosocially and economically) throughout the activity, and to gauge the success of the activity and make any necessary adjustments, as well as to contribute to the global evidence base for youth development. Offerors will be required to propose a system for conducting these tracer studies as part of the PWS.

C. ORGANIZATIONAL CHART(S) (NOT TO EXCEED 2 PAGES)

The Offeror must provide project-related organization charts that support the management and staffing section of the technical approach.

D. KEY PERSONNEL RESUMES AND REFERENCES (maximum 3 pages per key personnel)

Key Personnel References: The offeror is to provide the names of up to three (3) references per key personnel with contact information. These references should be able to comment on the professional qualifications, demeanor and achievements of the proposed key personnel as indicated in Section F. USAID reserves the right to contact other professional references not included on the list provided by the offeror. The references must include the name, title, email and phone number of the person being contacted. The offeror is required to confirm the accuracy of the references' contact information to ensure that USAID can reach each individual listed as a reference.

E. LETTERS OF COMMITMENT (NOT TO EXCEED 1 PAGE FOR EACH KEY PERSONNEL)

The Offeror must provide a signed and dated letter of commitment for each key personnel proposed (confirming his/her intention to serve in the stated position upon award and his/her present availability to serve for the term of the proposed contract). Individuals proposed as Key Personnel may be proposed in more than one Offer. Offerors must not require exclusivity from Key Personnel. The Offeror is **NOT** to obtain letters of commitment from Liberian government entities or organizations. The Offeror is **NOT** to obtain exclusive letters of commitment with any local Liberian organization. Letters of commitment from each proposed subcontractor must also be included. ALL letters of commitment must include a statement by the individual/organization signing the document that makes the role of that individual/organization in the Offeror's proposed approach clear.

F. PAST PERFORMANCE REFERENCE INFORMATION

Please comply with Section L.6.6. (No page limit) The offeror must list up to five (5) for itself and up to an additional five (5) for each major sub-contractor.

G. BRANDING, MARKING AND IMPLEMENTATION PLAN, (BMIP):

Offerors must note that the BMIP is a separate item and will not be evaluated. However, the BMIP from the apparently successful offeror will be reviewed and be subject to approval prior to contract award. Please see Section D for additional information and Branding and Marking Template – Attachment **J.11**.

The BMIP must specifically address the following:

- a) 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.
- b) How to publicize the program, project, or activity in the host-country and a description of the communications tools to be used. Such tools may include the following:
 - Activity Fact Sheets
 - Beneficiary testimonials
 - Field site visits
 - Infographics
 - Media interviews
 - Press conferences
 - Press releases
 - Print and online
 - Public Service Announcements
 - Professional photographs
 - Social media posts and online content
 - Success stories
 - Videos, webcasts, e-invitations, or other emails sent to group lists, such as participants for a training session, blast emails, or other Internet activities.
- c) The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American People, or an explanation if this is not appropriate or possible. Such milestones may be linked to specific points in time, such as the beginning or end of an activity, or an opportunity to showcase publications or other materials, research findings, or activity success. These include, but are not limited to, the following: announcing findings from the situational analysis, communicating activity impact/overall results, launching the activity, highlighting success stories, promoting final or interim reports, publishing reports or studies, including the

transformation and sustainability plans, securing endorsements from ministry and/or local organizations, and spotlighting trends

L.7 ORAL PRESENTATION INSTRUCTIONS

All offerors, **excluding** those who submitted non-responsive proposals, should anticipate being available for oral presentations within 10 days after the invitation. USAID anticipates hosting oral presentations between **October 7, 23, 2020**.

Offerors are required to furnish two key personnel to present their submitted slide deck. Only the two identified positions will be allowed to present. Other members of the offerors team may be present for the presentation as **observers only**.

USAID will have the submitted slide decks pre-loaded and ready for each offeror to present. No materials (printed or other) will be allowed to supplement the presentation.

Presentations will be required in the following format:

- | | |
|-----------|---|
| [60 mins] | Factor 1 - Performance Work Statement/Technical Approach,
Factor 2 - Management and Staffing Plan, |
| [15 mins] | Break |
| [80 mins] | Factor 3 - Quality Assurance Surveillance Plan,
Factor 4 - Key Personnel,
Factor 5 - Proposed Fee Structure and Deliverables, and
Factor 6 - Contractor Past Performance |
| [25 mins] | Clarification Questions and Answers |

Total oral presentation time will last no longer than **180 minutes**. USAID has not limited the number of slides to be presented. However, the limiting factor is the time allotted. **No presenter will be allowed to exceed the time limitation.**

The audience of the presentation will include USAID staff as well as key stakeholders including representatives from the Government of Liberia. The contracting office will moderate the presentation and ensure time is adhered to for each offeror.

Oral presentations may take place virtually using a Google Meet video conferencing. Specific details will be issued in a follow-up communication after submission and review of all slide decks. In the cover letter, offerors should indicate the physical location(s) from which participants will be calling in for their oral presentation to support the planning of the Google Meet video conferencing.

IMPORTANT CONSIDERATIONS: Per FAR 15-102, (a) *Oral presentations by offerors as requested by the Government may substitute for, or augment, written information. Use of oral presentations as a substitute for portions of a proposal can be effective in streamlining the source selection process. Oral presentations may occur at any time in the acquisition process, and are*

subject to the same restrictions as written information, regarding timing (see 15.208) and content (see 15.306). Therefore, the oral presentations and slide deck will serve as the offeror's proposal to the Government and will be evaluated; thus the offeror must demonstrate the capabilities and experience of their organization, capabilities and experience of the proposed key personnel, clearly articulate the technical and management approaches of the offeror, and address the evaluation criteria in Section M.

Additionally, during the presentation offerors should:

A. Demonstrate a comprehensive understanding of the statement of objectives where the offeror proposes a performance-based work statement/technical approach, management framework and the related business processes that will meet achieve the higher level objectives, performance goals and outcomes of the proposed activity.

B. Demonstrate their capability to engineer and deliver an improved youth with increase economic self-reliance and resilience with relevant skills and opportunities for social and economic engagement that will achieve the specified technical and functional capabilities described in the statement of objectives.

L.8 INSTRUCTIONS FOR THE PREPARATION OF VOLUME II – COST PROPOSAL [See Section M.3]

Volume II – Format and Presentation

Volume II – Cost/Business Proposal

1. Standard Form (SF) 33;
2. Proposed Costs/Prices;
 - (i) Assumptions
 - (ii) Excel Workbook
 - (iii) Budget Narrative
 - i. Any exceptions requests for Key Personnel (CCN, TCN, etc); and
 - ii. Bio-data sheet for five identified Key Personnel.
3. Offeror's Policies and Procedures;
4. Joint Venture Information (if applicable);
5. Evidence of Responsibility;
6. Letters of Commitment (Subcontractors); and
7. Information to Support Consent to Subcontractor(s).
8. Representations, Certifications, and Other Statements of Offerors

NOTE: The guidance/format below is provided for the use of offerors in developing these documents; however, offerors should keep in mind that it is their responsibility to ensure that the information provided is sufficient to provide a basis for USAID to determine that the costs proposed are reasonable and realistic.

L.8.1 Standard Form (SF) 33

The offeror must submit Section A (cover page) of this Solicitation [Standard Form (SF) 33, "Solicitation, Offer, and Award"], with blocks 12 through 18 completed, with an original signature of a person authorized on behalf of the offeror to sign the offer. In addition, all amendments if any, to the solicitation must be acknowledged.

L.8.2 Proposed Costs/Prices

(a) Assumptions: The following cost related assumptions will be used by all offerors, any estimations outside these assumptions must be justified:

- **Anticipated Start Date:** All offerors are to utilize an anticipated award date of December 15, 2020 for budget purposes.
- **Liberia Currency Exchange Rate:** All budget information must be presented in US dollars. The current Liberia exchange rate against the US Dollar as of February 2018 is LD150 equals \$1. Offerors will use this rate of conversion within their proposals. Proposal costs must be presented in US Dollars.
- **Annual Escalation Rates:** Annual salary increases (e.g. cost of living, merit, promotion increase, or any other type) must be in accordance with Section H.7. Annual salary increases of any kind exceeding these limitations or exceeding USAID maximum SES established rate (AWCPAS), or the USAID CST, require the advance written approval of the Contracting Officer.
- **Information Concerning Work-Day, Work-Week, and Paid Absences:** The offeror and each proposed major subcontractor will indicate the number of hours and days in its normal work-day and its normal work-week, both domestically and overseas, for employees and consultants. In addition, the offeror and each proposed major subcontractor will indicate how paid absences (US holidays, local holidays, vacation and sick) will be covered. A normal, work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday, and some accounting systems normally provide for direct recovery of paid absences by using a work year of less than 2,080 hours to compute individuals' unburdened daily rates. The offeror and major subcontractors will describe their work day and work week policies in the assumptions section if they differ from the above.

(b) Offerors must provide one Excel workbook for their proposed Cost/Price submission. Offerors must incorporate and link sub-contractor budgets within their own. There must not be multiple workbooks between the prime and sub-contractor(s), if applicable. Each tab spreadsheet must be linked to the detailed budget with visible formulas. Please see the budget template - Attachment J.12.

SUMMARY BUDGET						
CONTRACT LINE ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Salaries and Wages						
Fringe Benefits						
Travel, Transportation & Per Diem						
Allowances						
Other Direct Costs (ODCs)						
Subcontracts						
Total Direct Cost						
Indirect Costs						
Fixed Fee						
TOTAL COST-PLUS FIXED FEE						

(c) Budget Narrative: A budget narrative that supports each item proposed in the offeror’s detailed budget must be provided. The budget narrative must describe the nature of individual cost items proposed, calculations, and include a description of the source of that particular cost estimate (current market value, current catalogue price, current vendor price quotes, etc.). The budget narrative must clearly list out all of the offeror’s assumptions and details to support the assumption. 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.

Budget Line Item Definitions and Illustrations: The regulatory references provided below for each budget line item are not intended to be a complete list of applicable regulations or policies. Also, the regulatory references assume cost reimbursement contract types, and may vary or differ in their applicability given other types of contracts:

Salaries and Wages: Proposed labor categories, salaries, and level of effort.

- Only five key personnel are to be named at the solicitation phase. All other positions must be represented by a position title; unburdened daily rate or daily rate for locally hired personnel and non-U.S. expatriates; number of workdays; and total cost.
- Biographical Data Sheets Attachment **J.9** is only required for the five identified key personnel. Bio-data forms must be properly completed, certified and signed by both

employee and Contractor in the appropriate spaces with all blocks completed, as appropriate.

- Note: As appropriate, long term and short term personnel will be proposed and approved post-award.
- Direct salaries and wages for locally hired personnel and non-U.S. expatriates will be proposed in accordance with the offeror's proposed personnel policies. Unit costs for each proposed position, key or not, will be expressed in an amount per work day 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.
- Labor cost for TCNs and CCNs should not exceed the thresholds in the US Embassy's local employee compensation table (LCT) Attachment **J.10**.
- Salaries proposed in excess of maximum annual salary rate described in ADS 302.3.6.10, USAID Contractor Salary Threshold (USAID CST) and the Local Compensation Plan will require appropriate clearances and approvals per the awarded contract.

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 approved, the offeror must propose a rate and explain how the rate was determined. If the latter is used, the narrative must include a detailed breakdown comprised of all items of fringe benefits (e.g., unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries. A detailed cost breakdown must indicate benefits types for both international and CCN staff as applicable. Fringe will only be applied to direct labor, unless otherwise stated on the offeror's NICRA.

Note: 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 federal regulations and policies. Allowances may be listed under Fringe or ODC's but must be captured within the budget.

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 cost proposal must indicate number of trips, domestic and international, and the estimated cost per trip, including airfare, per diem, and other related travel costs. The origin and destination, purpose for each proposed trip, duration of travel, and number of individuals traveling must be specified. Per

diem must be based on the offeror's normal travel policies (offerors may choose to refer to the Federal Standardized Travel Regulations for cost estimates).

Equipment and Supplies: Specify all other equipment, materials and supplies expected to be purchased, including type, geographic source, unit cost, and units. This information must support the equipment and supplies budget line in the cost proposal.

Subcontracts (other than commodities): FAR 44.101 provides for any contract entered into by a sub-contractor to furnish supplies or services for performance of a prime contract or a subcontract. Information sufficient to determine the reasonableness of the cost of each proposed major subcontractor must be included.

Note: If applicable, offerors will include consultants (STTA/LTTA/Other) under the subcontracts line item.

Consultants: FAR 31.205-33 provides for services rendered by persons who are members of a particular profession or possess a special skill and who are not officers or employees of the offeror.

Participant Training (if any): AIDAR 752.7019 and ADS 253 provides for participant training and training in development. For example, costs should be broken down by types and participants.

Other Direct Costs: FAR 31.202 and FAR 31.205 provides for the allowability of direct costs and many cost elements. Costs must be broken down by types and units. These costs are eligible for financing if reasonable, allocable, and allowable in accordance with the applicable cost principles.

The narrative must provide a breakdown and support for all other direct costs.

An illustrative list of other direct costs may include:

- *Communications:* Specific information regarding the type of communication cost at issue (i.e. mail, telephone, cellular phones, internet etc.) must be included in order to allow an assessment of the realism and reasonableness of these costs.
- *Office Rent and Utilities:* Specific information regarding the cost of any facilities needed to perform program activities. The information provided must identify the location, the unit cost (rent), the time period the facilities are needed and the number of facilities. Only facilities that directly benefit the program activities must be included in this category; all other facility costs must be included in the indirect cost category.
- *Seminars, workshops and conferences:* the offeror must indicate the subject, venue and duration of proposed conferences and seminars, their relationship to the program objectives, along with estimates of costs.
- *Other Direct Costs:* This includes: report preparation costs, passports and visas fees, medical exams and inoculations, insurance (other than insurance included in the Offeror's fringe benefits), costs for environmental compliance implementation and monitoring;

branding and marking, as well as any other miscellaneous costs, which directly benefit the program proposed by the Offeror.

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

If the offeror or major subcontractor does not have a cognizant Government Audit Agency, the proposal must include:

(1) Audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization). The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed; and

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

EXEMPTIONS FOR SMALL BUSINESS OFFERORS ONLY

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:

(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 GAAS, the financial statements are the responsibility of management, provides an opinion that the financial statements present fairly in all material respects the financial position of the company and the results of operations are in conformity with the applicable financial reporting framework (or issues a qualified opinion if the financial statements are not in conformity with the applicable financial reporting framework. The auditor may also issue a disclaimer of opinion or an adverse opinion if appropriate).

(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.

Fixed Fee (if any): FAR 15.404-4 provides for establishing the profit or fee and offerors may not exceed the statutory limitations, imposed by 10 U.S.C. 2306(d) and 41 U.S.C. 3905. The offeror may provide additional information, at its own discretion, on its establishment of the fee.

Cancellation Ceiling: The cost proposal must include what the offeror anticipates the cancellation ceiling amounts to be for each year of performance. This must correspond with Section B.7.

L.8.3 Representations, Certifications, and Other Statements of Offerors

(a) The Offeror must submit as part of its proposal a statement that the offeror has registered in SAM – System for Award Management (<https://www.sam.gov/>). A successful registration in SAM means the offeror has obtained a DUNS number, has registered in CCR (Central Contractor

Registration) and has secured an NCAGE number to successfully complete the Online Representation & Certifications Application (ORCA).

(b) 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.

(d) The Offeror and all (major and minor) its subcontractors must provide SF LLL Disclosure of Lobbying Activities Attachment J.6 and complete the Trafficking in Persons Certification Attachment J.3. These must be submitted as part of the cost proposal.

L.8.4 Organizational Policies and Procedures

Each prime offeror must submit a copy of its most current personnel policies, especially regarding current salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc. The Contracting Officer may determine that a Pre-Award Survey is necessary. (See FAR 9.106).

L.8.5 Joint Venture Information

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

L.8.6 Evidence of Responsibility

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

(a) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));

(b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;

(c) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104;

(d) Have a satisfactory record of integrity and business ethics;

(e) 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 sub-contractors). (See FAR 9.104-3(a));

(f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)); and,

(g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.).

L.8.7 Letters of Commitment (Subcontractors)

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

L.8.8 Information to Support Consent to Major Subcontractor(s)

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

[END OF SECTION L]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

(a) The Government may award a contract without discussions with offerors in accordance with FAR 52.215-1. Therefore, offerors are to submit their best technical and cost proposals with their initial submissions. However, the Government reserves the right to conduct discussions if the Contracting Officer determines it to be necessary.

(b) The Government intends to evaluate offerors in accordance with Section M of this RFP and make an award to the responsible offeror whose proposal represents the best value to the U.S. Government. "Best value" is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical, cost, and other factors.

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

M.2 TECHNICAL EVALUATION CRITERIA

The criteria listed below are presented by major category, so that offerors will know which areas require emphasis in the preparation of information. Offerors will note that these criteria serve as the standard against which all technical information will be evaluated, and serve to identify the significant matters which offerors will address.

M.2.1 Rating Methodology and Evaluation Criteria

(a) Adjectival rating methodology will be used to evaluate all responsive technical proposals received under this solicitation and will be rated in the order of importance as indicated in the table below.

FACTOR	FACTOR NAME	RELATIVE ORDER OF IMPORTANCE
Factor 1	Performance Work Statement /Technical Approach (PWS)	Factor 1 is the most important factor and more important than Factors 2 and 3, and Factors 4, 5 and 6 combined.
Sub-factor 1.1	Adaptive Management	All sub-factors are of equal importance.
Sub-factor 1.2	Sustainability and Innovation	
Factor 2	Management and Staffing Plan	Factor 2 is more important than

		Factor 3 but less important than Factor 1, and more important than Factors 4, 5 and 6 combined.
Sub-factor 2.1	Organizational Structure and Staffing Plan	All sub-factors are of equal importance
Sub-factor 2.2	Institutional Capacity	
Factor 3	Quality Assurance and Surveillance Plan (QASP)	Factor 3 is less important than Factor 1 and 2, but more important than Factors 4, 5 and 6.
Factor 4	Key Personnel	Factor 4, 5 and 6 combined are of equal importance but less important than Factors 1, 2 and 3.
Factor 5	Proposed Fees Structure and Deliverables	Factor 4, 5 and 6 combined are of equal importance but less important than Factors 1, 2 and 3.
Factor 6	Contractor Past Performance Information	Factor 4, 5 and 6 combined are of equal importance but less important than Factors 1, 2 and 3.
Sub-factor 6.1	Quality of Product or Service	All sub-factors are of equal importance.
Sub-factor 6.2	Cost Control	
Sub-factor 6.3	Schedule	
Sub-factor 6.4	Management or Business Relations	
Sub-factor 6.5	Regulatory Compliance	
Sub-factor 6.6	Other	

M.2.2 Factors for Evaluation

Each offeror will be evaluated based on the following factors and sub-factors:

(a) FACTOR 1 – Performance Work Statement/Technical Approach [See Section L.6.5(a)]

The Performance Work Statement/Technical Approach (PWS) will be evaluated based on the offeror's demonstrated technical soundness of the proposal detailing how best the offeror intends to achieve each of the objectives within the statement of objectives. This includes the extent to which the approach will improve the management capacity of the Ministry of Youth and Sports (MOYS) and select units at the MOYS to promote youth empowerment. It will also include the extent to which the quality of services provided increases youth empowerment and employment.

Sub-factor 1.1: Adaptive Management: The offeror will be evaluated on the extent to which the offeror outlines an adaptive management approach including illustrative indicators to respond to new information during the life of the award including but not limited to a continuing application process, which could allow for multiple phases so that lessons learned during the initial phase can be used to redirect interventions, if necessary, during subsequent phases.

Sub-factor 1.2: Sustainability and Innovation: The offeror will be evaluated on the extent to which the offeror explicitly addresses all five sustainability and innovation principles in their proposal, and the extent to which the offeror includes sustainability of existing host country platforms and institutions, exit and transition strategy when specific results are achieved and plan for program evolution, and timely phase-out or transfer of activities to local partners, the private sector, or beneficiaries throughout the life of the award.

(b) FACTOR 2 – Management and Staffing Plan [See Section L.6.5(b)]

Sub Factor 2.1: Organizational Structure and Staffing Plan: The offeror will be evaluated on the extent to which the organizational structure and staffing plan proposed is able to reflect the offerors approach to implement the offeror's PWS. The extent to which the offeror demonstrates an organogram that reflects the offeror's PWS, appropriate level of effort, reporting relationships, and where any overlap may occur and if/why it is necessary. The extent to which the offeror clearly articulates the division of responsibilities between staff and offices, including relationships with the host country government staff/structure, level of effort at central, county level, and engagement with sub-contractors and other stakeholders to implement the offeror's PWS.

Sub Factor 2.2: Institutional Capacity: The offeror will be evaluated on the extent to which the partners proposed to implement the activity possess relevant technical capacity and experience; and, demonstrates those partners ability to implement this activity. The extent to which the partners proposed responsibilities are complementary and demonstrate integration and are not duplicative.

(c) FACTOR 3 – Quality Assurance and Surveillance Plan [See Section L.6.5(c)]

The Quality Assurance and Surveillance Plan (QASP) will be evaluated on:

- The extent to which it is likely to improve outputs, identify challenges and result in positive corrective action while satisfying the PWS requirements;
- The extent to which it demonstrates the offeror’s internal monitoring system to ensure execution of the PWS results in timely and quality products and services; and
- The extent to which the acceptable quality levels are identified and logically linked to the deliverables and PWS to achieve the objectives of the RFP.

(d) FACTOR 4 – Key Personnel [See Section L.6.5(d)]

The offeror will be evaluated on the quality and appropriateness of the proposed key personnel positions, position descriptions, roles and responsibilities, and minimum skill-set and the extent to which the positions logically link to the successful achievement of the offeror’s PWS. The extent to which the individuals proposed for the key personnel positions are responsive to the requirements indicated by the offeror, and possess the relevant skill-sets which match or exceed the requirements (position description and roles and responsibilities as they relate to the PWS) established by the offeror for the position. Further, the extent to which the proposal demonstrates the leadership of proposed key personnel and why they were selected as “best for the position” will be evaluated.

(e) FACTOR 5: Proposed Fees Structure and Deliverables [See Section L.6.5(e)]

The offeror will be evaluated on how it demonstrates that fees are tied to the ambitiousness and realism of targets; therefore a fee is evaluated favorably when a significant percentage of fee is tied to the most ambitious (yet realistic) targets. If fee is proposed for contractually required reports/deliverables (e.g. submission of a work plan), it will be evaluated less competitively.

(f) FACTOR 6 – Contractor Past Performance Information [See Section L.6.6]

(1) Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided in Section L of this RFP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror’s performance.

(2) 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.

(3) USAID will initially determine the relevance of past performance similar in size, scope and complexity as a predictor of probable performance under the subject requirement. USAID may give more relative importance performance information that is considered more relevant and/or

more current.

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

(i) Quality of product or service that is of similar size, scope and complexity, including consistency in meeting goals and targets;

(ii) Cost control, including forecasting costs as well as accuracy in financial reporting;

(iii) Schedule, including the timeliness against the completion of the Contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance);

(iv) Management or 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;

(v) Regulatory Compliance, including compliance with all terms and conditions in the awards relating to applicable regulations and codes (financial, environmental, safety, and other reporting requirements); and,

(vii) Other, additional evaluation areas that are unique to the contract/order, or that cannot be captured elsewhere in the evaluation will be considered, if applicable.

(5) An offeror's performance will not be evaluated favorably or unfavorably when:

(i) The offeror lacks relevant performance history,

(ii) Information on performance is not available, or

(iii) 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 will be assigned a "neutral" rating. The "neutral" rating will not be viewed favorably or unfavorably when taking into consideration the overall evaluation of the proposal. Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an offeror's performance.

M.3 BUSINESS/ COST PROPOSAL EVALUATION [See Section L.8]

(a) No cost evaluation will be performed on proposals determined to be non-responsive or technically unacceptable.

(b) The evaluation will be based upon the cost proposal and the supporting narrative provided by the offeror. USAID will evaluate the proposed costs under the RFP and in accordance with the terms of this solicitation.

(c) Each cost proposal will be evaluated but will not be assigned a rating.

(d) The evaluation of cost will include a determination of cost realism, completeness, and reasonableness.

(1) An analysis of the proposed cost will be conducted to determine the validity and the extent to which it reflects performance addressed in the technical proposal.

(2) Cost/price evaluation will be performed to determine whether the proposed cost/prices are realistic for the work to be performed, reflect a clear understanding of the requirements, and is consistent with the unique methods of performance set forth in the offeror's technical proposal and budget narrative.

(3) A cost realism analysis will be performed to determine whether the proposed costs and level of effort are realistic for the work to be performed under the RFP, reflects a clear understanding of the requirements, and is consistent with the unique methods of performance set forth in the offeror's technical proposal and budget narrative.

This evaluation is conducted with the expectation of adequate cost/price competition and will rely heavily on market forces to determine whether the proposed cost/price is fair and reasonable. The comparison of proposed cost/price in response to this solicitation is the preferred technique for this evaluation. USAID will also compare the proposed cost/price to historical cost/price paid for the same or similar services and the independent government cost estimate. Other techniques and procedures set forth in FAR 15.404-1(b), if deemed necessary, may be used to ensure proposed cost/price is fair and reasonable.

M.4 DETERMINATION OF COMPETITIVE RANGE

(a) The Government intends to evaluate the oral presentation and slide decks, and may award a contract without discussions. However, if the Contracting Officer determines that discussions are necessary, he/she will establish a competitive range composed of only the most highly rated proposals pursuant to FAR 15.306(c).

(b) Offerors are advised that, in accordance with FAR 52.215-1, 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 proposals.

M.5 SOURCE SELECTION

(a) The overall evaluation methodology set forth above will be used by the contracting officer as a guide in determining which proposal offer the best value to the U.S. Government. In accordance with FAR 52.215- 1, and as set forth in Section M of this solicitation, award will be made by the contracting officer to the responsible offeror whose proposal represents the best value to the U.S. Government after evaluation in accordance with all factors and sub-factors in this solicitation.

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

[END OF SECTION M]