

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF	PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER DRAFT 386-06-006	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 01/13/2006	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY Regional Office of Acquisition and Assistance USAID/India 9000 New Delhi Place Washington D.C. 20521-9000			8. ADDRESS OFFER TO (If other than Item 7) Same as block 7			

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

SOLICITATION

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

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

10. FOR INFORMATION CALL:	A. NAME Marcus A. Johnson, Jr.	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE +91-11	NUMBER 24198796	EXT. Group Office Email : IndiaRCO@usaid.gov

11. TABLE OF CONTENTS

See Attached Table of Contents

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

OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
	To all Offerors / Bidders			

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 EXT.			

AWARD (To be completed by Government)

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

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

Table of Contents

	Page
PART I - THE SCHEDULE	A-1
SECTION A - SOLICITATION/CONTRACT FORM	A-1
SF 33 SOLICITATION, OFFER AND AWARD	A-1
PART I - THE SCHEDULE	B-1
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS	B-1
B.1 PURPOSE	B-1
B.2 CONTRACT TYPE	B-1
B.3 ESTIMATED COST BASE FEE, AWARD FEE AND OBLIGATED AMOUNT	B-1
B.4 PRICE SCHEDULE.....	B-1
B.5 INDIRECT COSTS (DEC 1997)	B-2
B.6 COST REIMBURSABLE.....	B-2
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK	C-1
C.1 STATEMENT OF WORK.....	C-1
SECTION D - PACKAGING AND MARKING	D-1
D.1 AIDAR 752.7009 MARKING (JAN 1993).....	D-1
SECTION E - INSPECTION AND ACCEPTANCE	E-1
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	E-1
E.2 INSPECTION AND ACCEPTANCE.....	E-1
E.3 MONITORING AND EVALUATION.....	E-1
E.4 PERFORMANCE FEE EVALUATION PLAN	E-2
SECTION F - DELIVERIES OR PERFORMANCE	F-1
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	F-1
F.2 DELIVERY SCHEDULE	F-1
F.3 PERIOD OF PERFORMANCE	F-1
F.4 PERFORMANCE STANDARDS.....	F-1
F.5 REPORTS AND DELIVERABLES OR OUTPUTS	F-1
F.6 PROGRESS REPORTING REQUIREMENTS.....	F-1
F.7 KEY PERSONNEL	F-3
F.8 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI	F-3
SECTION G - CONTRACT ADMINISTRATION DATA	G-1
G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998).....	G-1
G.2 ADMINISTRATIVE CONTRACTING OFFICE	G-2
G.3 COGNIZANT TECHNICAL OFFICER (CTO).....	G-2
G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID	G-2
G.5 PAYING OFFICE.....	G-3
G.6 ACCOUNTING AND APPROPRIATION DATA	G-4
G.7 CONTRACTOR'S PRIVATE (NON-USAID FUNDED) RESOURCE MOBILIZATION PLAN	G-4
G.8 FEE PAYMENT PLAN.....	G-4
SECTION H - SPECIAL CONTRACT REQUIREMENTS	H-1
H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	H-1

H.2 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)	H-1
H.3 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)	H-2
H.4 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (OCT 1997)	H-2
H.5 INSURANCE AND SERVICES	H-3
H.6 AUTHORIZED GEOGRAPHIC CODE	H-4
H.7 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES	H-4
H.8 LOGISTIC SUPPORT	H-4
H.9 LANGUAGE REQUIREMENTS	H-4
H.10 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT	H-4
H.11 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)	H-4
H.12 REPORTING OF FOREIGN TAXES	H-4
PART II - CONTRACT CLAUSES	I-1
SECTION I - CONTRACT CLAUSES	I-1
I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	I-1
I.2 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)	I-4
I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	I-4
I.4 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUL 2005)	I-4
I.5 52.232-25 PROMPT PAYMENT (OCT 2003)	I-6
I.6 52.246-24 LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (FEB 1997) ALTERNATE I (APR 1984)	I-9
I.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	I-10
I.8 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)	I-10
I.9 COMMUNICATIONS PRODUCTS (OCT 1994)	I-11
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	J-1
SECTION J - LIST OF ATTACHMENTS	J-1
PART IV - REPRESENTATIONS AND INSTRUCTIONS	K-1
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	K-1
K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)	K-1
K.2 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)	K-1
K.3 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)	K-3
K.4 INSURANCE - IMMUNITY FROM TORT LIABILITY	K-4
K.5 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS	K-4
K.6 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS	K-4
K.7 SIGNATURE	K-4

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS.....	L-1
L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	L-1
L.2 52.215-3 REQUEST FOR INFORMATION OR SOLICITATION FOR PLANNING PURPOSES (OCT 1997)	L-1
L.3 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)	L-1
L.4 52.233-2 SERVICE OF PROTEST (AUG 1996).....	L-4
L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	L-4
L.6 GENERAL INSTRUCTIONS TO OFFERORS	L-5
L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL	L-5
L.8 INSTRUCTIONS REGARDING KEY PERSONNEL.....	L-8
L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL	L-8
L.10 SMALL BUSINESS PARTICIPATION.....	L-10
SECTION M - EVALUATION FACTORS FOR AWARD.....	M-1
M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	M-1
M.2 EVALUATION CRITERIA.....	M-1
M.3 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD.....	M-3
M.4 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES	M-3
ATTACHMENT 1	
IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS	1-1
ATTACHMENT 2	1-2
USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET	1-2
ATTACHMENT 3	
SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES	1-5
ATTACHMENT 4	
CERTIFICATE OF CURRENT COST OR PRICING DATA.....	1-9

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is select a contractor to manage and coordinate the provision of expert technical assistance, training, and grants to initiate and complete a set of selected activities in the South Asia Region Under the South Asia Regional Initiative for Energy (SARI/E) program.

B.2 CONTRACT TYPE

This is a cost-plus award fee (CPAF) completion contract type. The general structure and management of the award fee arrangements are described in Section E.3. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section F and Section C in accordance with the performance standards specified in section E.

[End of Clause]

B.3 ESTIMATED COST BASE FEE, AWARD FEE AND OBLIGATED AMOUNT

(a) The estimated cost for the performance of the work for years 1-3 required hereunder, exclusive of fee(s), if any, is _____. The base fee, if any, is _____ and the possible award fee, if any, is _____. The estimated cost plus all possible fees, if any, is _____.

(b) Within the estimated cost plus all possible fees, 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 shall not exceed the aforesaid obligated amount.

(c) Funds obligated hereunder are anticipated to be sufficient through _____.

[End of Clause]

B.4 CONTRACT LINE ITEMS

CLIN - Base Period	
0001 - YEAR 1-3 TOTAL	\$ _____
CLIN - Option Period #1	
0002 - YEAR 4 TOTAL	\$ _____
CLIN - Option Period #2	
0003 - YEAR 5 TOTAL	\$ _____
CEILING PRICE	\$ _____

[End of Clause]

B.5 INDIRECT COSTS (DEC 1997)

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

Description	Rate	Base	Type	Period
	1/	1/	1/	
	2/	2/	2/	
	3/	3/	3/	

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

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

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

B.6 COST REIMBURSABLE

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

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C.1 STATEMENT OF WORK****I. Background****Regional Context:**

The South Asia region includes the 8 countries of Afghanistan, Bangladesh, Bhutan, India, Maldives, Nepal, Pakistan and Sri Lanka. The region covers only 4 % of the world land mass but contains over 1.4 billion people, more than 20% of the world's total population and 40% of the world's poor. All are developing nations, and some have recently experienced rapid economic growth, with the region's GDP growth rates averaging 6.05% per year and among the highest in the world. India and Pakistan are experiencing GDP growth rates of over 8%. Still, the region ranks among the lowest in the world in per capita income.

South Asia plays a major role in world energy markets, and economic and population growth have led to rapid increases in energy demand in recent years. In 2002, South Asia accounted for approximately 4.1% of world commercial energy consumption, up from 2.8% in 1991. South Asia's primary commercial energy consumption showed an increase of nearly 64% between 1992 and 2002. Despite this growth in energy demand, however, South Asia continues to average among the lowest levels of *per capita* energy consumption in the world, but among the highest levels of energy consumption *per unit of GDP* (at 0.79 tons of energy per dollar of GDP, three times the rate of the U.S.). This means that access to energy is still a major issue, especially in rural and per-urban areas, and that domestic markets are probably not providing the proper signals to consumers to increase the efficiency of energy use. South Asia's commercial energy mix in 2002 was 46% coal, 34% petroleum, 12% natural gas, 6% hydroelectricity, 1% nuclear and 0.3% "other." There are significant variations within the region. The region is also an increasing contributor to global emissions of carbon dioxide. (EIA)

South Asian nations are faced with rapidly rising energy demand coupled with increasingly insufficient energy supplies. In 2002, total energy consumption for the 8 South Asian nations totaled 420 mtoe (or 16.67 quads), while total energy production totaled 302 mtoe (or 12.02 quads).¹ This means demand is exceeding production by almost 40%! There is a high level of extra-regional petroleum import dependence (ranging from 25-100%; average of 30%), with high price volatility and some supply reliability concerns.

Most of South Asia is already grappling with energy shortfalls, typically in the form of recurrent, costly, and widespread electricity outages. Because of the economic and political ramifications arising from such shortfalls, improving the supply of energy, particularly the quantity and quality of electricity supply, is an important priority of national and local governments. The South Asian countries are looking to diversify their traditional energy supplies, expand access to commercial energy services to rural and peri-urban unserved and underserved populations, improve energy efficiency, and reform and privatize energy sectors.

Financial and institutional resources are another burden for the region. There is a broad lack of investment in the energy sector and a lack of understanding of how to harness the strengths of markets to capture energy sector cost, finance and investment advantages. For example, in India, the International Energy Agency estimates that cumulative energy investment requirements for 2001-2030 are around \$765 billion.² This amounts to nearly 2.5% of GDP and more than 10% of total domestic investment for this same time period in India. 87% of total energy investment will go to the electricity sector; 4% will go to oil; 6% to gas; and 3% to coal.³ With electricity demand projected to triple between 2001 and 2030 and the high capital cost of power

¹ EIA. International Energy Annual 2002. <http://www.eia.doe.gov/iea/>

² International Energy Agency. World Energy Investment Outlook 2003. "Global Energy Investment Needs."

³ International Energy Agency. World Energy Investment Outlook 2003. "Electricity."

generation, transmission, and distribution, India will need to invest \$665 billion in the electricity sector. Given the extremely poor financial situation of the Indian power sector, the availability of the necessary finance remains very uncertain. The countries of South Asia are looking to promote additional foreign investment for energy infrastructure development and promote and expand regional energy trade and investment.

Many countries of South Asia have realized that energy security is critical to their economic growth, development, and political stability and have placed it as a top foreign policy objective. Energy security can be defined as the ability to secure reliable and sustainable energy supplies to meet energy needs at reasonable prices. The ability to grow in a relatively unconstrained manner necessarily implies securing energy that is sufficient in quantity, stable in supply, and affordable in price to both governments and consumers.

The building blocks of energy security include⁴: redundancy in energy infrastructure; granular, modular structure of supply capacities; diversity in supply sources and consumer markets; minimal demands on social and economic activity; efficiency in usage; and sustainable, renewable supplies.

As energy security has become a major policy imperative in countries throughout South Asia, the countries of the region are beginning to look outwards for solutions. India and Pakistan are aggressively seeking global sources of energy supply. Meanwhile, the more politically fragile countries have significant and valuable indigenous, unharnessed energy resources.

Cross-border energy trade can play a key role in enhancing regional energy security and economic growth by facilitating development of energy resources, therefore improving stability and reliability of energy supply. Furthermore, cross-border energy trade can directly contribute to increased regional stability (both political and economic), by creating economic linkages between countries. Currently, intra-regional energy trade for meeting basic energy needs is extremely low, at 0.1%. In fact, intra-regional trade in general has a tradition of being low, with cross-border trade of any sort representing only 3.5% of the total trade done by South Asia. This is characteristic of the politics of the region, which is dominated by India and is often mired in political suspicion and a lack of political will to overcome perceived barriers to intra-regional economic linkages. There is a need to build markets and create a more friendly investment climate that would increase trade and investment and facilitate indigenous resource development.

SARI/Energy Program:

USAID's South Asia Initiative for Energy (SARI/Energy) is an eight country program that promotes regional energy security. Begun in 2000, the SARI/Energy program focuses on regional approaches to meet South Asia's energy security needs through increased trade, investment and access to clean energy. SARI/Energy countries include: Afghanistan, Pakistan, India, Nepal, Bhutan, Bangladesh, Sri Lanka and the Maldives.

SARI/Energy was created in an environment of minimal cross-border trade and cooperation of any sort. At that time total electricity trade was only ~50 MW between India and Nepal. Even today, the level of trade within South Asia remains the lowest of all global regions. Working within that environment and in close partnership with USAID South Asia bilateral energy programs, SARI/Energy sought accomplishments that would lay the foundation for regional energy trade, the following presents some of those key results to date:

1. Legal policy framework for cross-border energy trade:
 - SARI/Energy has supported legal policies and national legislation throughout South Asia, including regulatory strengthening and assistance to utilities in implementing laws that will facilitate future cross-border energy trade in India, Sri Lanka, Bangladesh and Nepal.
2. Regional energy trading:
 - SARI/Energy has identified, assessed, or promoted four of the five cross-border energy trades or investments currently under negotiation between India and neighboring

⁴ Mr. T.N. Thakur, Chairman and Managing Director, Power Trading Corporation of India

countries. SARI/Energy is providing key support to Afghanistan in its work to import power from Central Asia.

3. Spread best practices for utility operations and promoted best practices to promote environmentally sound and sustainable energy:
 - This work has included a host of successes and results including the establishment of energy efficiency standards in several countries, a Sustainable Guarantee Fund in Sri Lanka, and a Rural Energy Training Network (RETN) between India, Nepal, Bangladesh and Sri Lanka.
4. Advocacy and outreach for cross-border trade & cooperation:
 - The establishment of the South Asia Regional Energy Coalition (SAREC), composed of regional business leaders and association executives, which acts as a voice of and for regional business interests in energy trade and reform through media roundtable events. Focused media training has resulted in improved energy reporting and coverage with over 285 articles on regional energy cooperation and development in the past year.

Over the course of the program, both SARI/Energy and the South Asian region have evolved considerably. At the time of SARI/Energy's formation, there were no fora for cross-border discussions or sharing of information between public-sector energy professionals. SARI/E began with six member states: Bangladesh, Bhutan, India, Nepal, The Maldives, and Sri Lanka. Warming relations to the west resulted in the addition of Pakistan and Afghanistan in October 2004. Significant recent developments in the region include the accelerated focus on the U.S.-India relationship as well as improved relations between India and Pakistan. The program has evolved from a Phase 1 focused on "trust and confidence" during 2000 - 2003, to a Phase 2 focused on "advocacy" that has continued from 2003 to the present time. Throughout this period, technical assistance, training and grants have been consistent components of the program. Bilateral coordination has been critical to the success of the program, and there is a continuing need to maintain this approach.

Given the critical relationship between energy security and economic growth, the program objective has shifted slightly from its original focus on economic growth to the current objective of promoting energy security through increased access to diversified clean energy supply and harmonized markets to enable energy trade.

To facilitate the efficacy of the program a SARI/E Advisory Board has been established. The Advisory Board is composed of South Asian Mission Directors, the RDM/A Director, the ANE/TS Office Director, and the South Asia Office Director. The chair of the Advisory Board is the India Mission Director, in whom final decision-making authority and responsibility will be vested. The Program Manager and managing staff are based in India, with a USAID Country Coordinator based in each of the USAID presence countries. Washington backstopping of the program will be shared by ANE/TS and ANE/SAA, and program reporting requirements will be handled by the Program Manager.

II. Objectives and Indicators

Strategic Objective

The stated Strategic Objective of the South Asia Regional Initiative in Energy (SARI/Energy) Phase III program is to "Promote Energy Security in South Asia."

Intermediate Results

The SARI/E focus on energy security will be pursued through two targeted Intermediate Results areas. The first IR is "Increased Access to Diversified Clean Energy Supply". The second IR is "Harmonize Markets to Enable Regional Energy Trade".

Performance Indicators

Direct indicators are in development and will include the areas of projects, policies and models for clean energy supply and access; and projects, policies and private sector involvement in energy markets for cross-border trade and investment. Indirect indicators, to which the program does not directly contribute but which indicate the overall progress of the region toward energy security, will also be tracked.

The contractor will be expected to track progress against performance indicators. The Contractor will be expected to conduct baseline analyses for each of these indicators and to monitor progress on an annual basis. Targets will be developed by the USAID SARI/E CTO in coordination with the Contractor.

III. Statement of Work

Under the South Asia Regional Initiative for Energy, USAID will contract with a firm or consortium of firms to manage and coordinate the provision of expert technical assistance, training, and grants to initiate and complete a set of selected activities. The Contractor will be expected to facilitate and leverage USAID funds towards public-private partnerships. The Contractor shall be responsible for providing all necessary personnel, materials, and other facilities required to complete each of the tasks and deliverables outlined below and thereby contribute to the achievement of target project outcomes in a timely manner.

A. Tasks

The following illustrative categories and listing of tasks and deliverables provides a summarized description of the responsibilities that the Offeror shall undertake and complete over the life of the contract. The details contained in each summary description, related to how the Offeror is to achieve the concerned target objectives and results, vary depending upon the level of definition that USAID has been able to develop at the time of the drafting this scope of work. In most cases the Offeror will be expected to propose what may be innovative or new processes to accomplish the desired results. Therefore, Offerors are invited to be creative in developing proposed operational modalities and implementation plans so as to allow for innovative partnering or sub-contracting with uniquely qualified local and/or U.S. NGOs and/or private consulting firms whenever a particular task requires a set of skills or experiences that are not readily available from more conventional sources. As noted in the evaluation criteria that are part of this scope of work, such creativity and innovation will be favorably considered and credited during the proposal review and evaluation process.

The scope of the Institutional Contractor will comprise the following tasks. Each is expected to be structured to promote and increase energy security in the South Asia region.

Task 1: Energy Security

Task 2: Clean Energy Access in South Asian Communities

Task 3: Energy Market Models that Foster Increased Trade and Investment

Though all of the task areas are important to meeting regional energy security needs, it is task 3 where the bulk of the effort is anticipated, as these focus on regional integration and spread of energy across borders, which are the underlying objectives of SARI/Energy. Many of the activities of task area 2 and the regulatory aspects of 3 may be addressed through the bilateral programs. This program and contract will only allow country-specific activities that specifically meet regional objectives. All in-country activities require close coordination with the bilateral USAID Mission.

Each task is described below, with anticipated activities and deliverables. The subtasks and activities spelled out are not comprehensive and the program will largely be administered on a task order basis. Each task may involve technical assistance; training (workshops, seminars); advocacy and outreach; technical analysis and support; grants administration; public-private partnerships; and partnerships between institutions in 2 or more countries. Deliverables shall be on an as needed basis to include reports, analysis, and training as requested by USAID.

TASK 1: ENERGY SECURITY

The South Asian countries would benefit from exchange of information and expertise amongst all energy stakeholders. SARI/E will work towards strengthening energy consultations at the regional level. While a network of professionals has been built across the region, the network needs to be expanded to provide fora for government policy makers, regulators, utilities, private sector, journalists, and consumer groups to more effectively participate in energy sector discussions, plans, and decisions. Such broader consultations will ultimately lead to richer exchanges of information and best practices, the identification and implementation of more joint projects and solutions, and a growing public support for

regional energy cooperation. SARI/E should expand and deepen existing efforts to bring the stakeholders from the region together to make the consultation process a routine approach to solving energy problems together.

Subtask 1.1 Logistical support

The contractor will provide administrative and logistics support for two annual meetings that may take place in South Asia or Washington DC:

- **Annual Stakeholders Meeting**: This meeting will review SARI/Energy's program progress and involve participation from USAID staff and regional stakeholders. The contractor should budget for logistics and secretarial support for approximately 50-100 participants per annual meeting. In addition, the contractor shall fund the travel and per diem costs of approximately 20 regional stakeholders who USAID will invite to participate in these annual meetings. The contractor may assume that all of the annual stakeholders meetings will be in one of the cities in the region. The exact location will be notified by the Cognizant Technical Officer (CTO) one month prior to the date of the annual meeting.
- **Annual Board Members and Implementing Partners Meeting**: This meeting will focus on program progress review and planning (including development and coordination of the integrated work plan). Participants will include board members, implementing partners, and some regional champions. The meeting will take place in conjunction with a regional South Asia (or Asia) mission directors meeting, should such an event occur; if not, the meeting will take place in Washington, D.C. in conjunction with a global mission directors meeting; lastly, if neither of these should occur, the Annual Board Members and Implementing Partners meeting will take place in one of the cities in the region.

USAID may require the contractor to set up one-on-one or focus group meetings with selected officials / stakeholders in the region or in the U.S. on policy issues related to energy cooperation. The contractor should budget for developing the background material for such meetings and provide logistics support such as meeting space, audio-visual presentational material support, etc.

USAID will require the contractor to establish presence in the region, with a headquarters office in New Delhi and possible field offices in key countries as necessary and cost effective. In particular, presence of at least one dedicated expatriot staff in Afghanistan will be required.

Subtask 1.2: SARI/Energy Outreach

The contractor shall review the research and social marketing campaign developed under AED and Nexant task orders respectively, recommend changes to USAID for launch of a media campaign to encourage regional energy cooperation. Upon receipt of appropriate USAID approval, the contractor shall implement the approved media campaign.

The SARI/Energy website (www.sari-energy.org) will be transferred to the contractor, who will be responsible for developing a long-term plan for optimal management of the website.

Deliverables / Anticipated Results may include, but will not be limited to:

1. A communication strategy aimed at creating a policy and investment climate that is conducive to increased access to diversified clean energy supply and regional energy trade is established and implemented.
2. Ongoing support, maintenance and updating of the SARI/E website, including integration of other SARI/E implementing partner activities and reports.

Subtask 1.3: Energy Security Technical Analysis

The Contractor shall conduct ongoing technical analyses of the barriers to energy security in South Asia. Contractors must draw on reporting previously done by SARI/E as well as up-to-date, commercial and internationally known knowledge databases on energy (ie: by subscribing to, monitoring, accessing, and analyzing information available through such sources). The Contractor shall submit these analyses in the form of a report on a quarterly basis. In the proposal, Offerors shall submit a list of example sources that would be used to support the quarterly analysis of energy security. The Contractor shall also conduct analyses an ad-hoc, as-needed, topic-specific basis.

Deliverables / Anticipated Results may include, but will not be limited to:

1. A quarterly “Regional Energy Security Status” report that details the regional energy security health & progress made since the previous quarter. The report will be focused on a financial, commercial, and legal assessment of the region’s ability to meet it’s energy security needs and will cover each of the aspects deemed to be a part of energy security (as defined earlier in the scope.) For example, each report will include a quarterly analysis of the investment climate of each of the countries of South Asia, drawing primarily on pre-existing commercial analyses. The contractor will be expected to have access to leading commercially and publicly available financial and energy databases, and to have an analyst on staff with the required expertise to provide this analysis and other associated support as needed.

TASK 2: CLEAN ENERGY ACCESS IN SOUTH ASIA

The South Asian region has experienced a number of extremely successful models for access to clean energy at both a community and industrial level. However, the region still has one of the lowest levels of electrification globally, with more than 50% of the population lacking access. The South Asian region is also home to the largest amount of terrorist incidents and highest overall levels of insurgency in the world. Access to energy in vulnerable populations can provide jobs and economic growth as alternatives to insurgency and trafficking.

Country	Electrification Rate (%)	Population without electricity (million)	Population with electricity (million)
Afghanistan	2.0	25.4	0.5
Bangladesh	20.4	104.4	26.7
Bhutan*	30	1.6	0.7
India	43.0	579.1	436.8
Nepal	15.4	19.5	3.5
Pakistan	52.9	65.0	73.1
Sri Lanka	62.0	7.4	12.0
South Asia	40.8	802.4	553.3

Source: World Energy Outlook 2002: Energy and Poverty report;

<http://www.worldenergyoutlook.org/weo/pubs/weo2002/energypoverty.pdf>

* Bhutan data from Vucetic, Vladislav. World Bank.

http://siteresources.worldbank.org/INTSOUTHASIA/Resources/Energy_a.pdf

Meanwhile the reliability and quality of the electricity supply delivered to industries is extremely poor, with frequency variations and blackouts a common occurrence. As a result leading industries have established dedicated generation units, often based on imported and expensive petroleum fuels. The resulting cost to the industries often goes above 30% of operating costs, creating a competitive barrier to industrial growth in most of the nations of South Asia.

In this task, the Contractor will help increase access to clean energy throughout South Asia by spreading models and integrating regulatory practices, with emphasis on remote regions. A small grants component of this activity may be activated whereby the contractor would be responsible for preparing, awarding and administering grants between two or more countries that would facilitate the objectives of this task area.

This task would seek to spread models for productive energy use that would create jobs and generate income for the communities of South Asia. Most of the access model successes in South Asia to date are isolated cases that, at best, may have experienced national-level notice and promulgation. One of the well-known facts about off-grid energy-access at the community level is that the key factor of success lies in models that are socially acceptable as well as technically-

financially viable. SARI/E has been working in distribution and rural electrification for a number of years; these studies, contacts and experiences will be used as a starting point.

In this subtask, the Contractor shall bring together stakeholders to learn about, share experiences, and discuss and develop optimal practices for increasing clean energy access. During the first year of the contract (FY2007), the Contractor will launch an integrated training, partnerships & advocacy effort toward spreading models for clean energy access to South Asian communities. This will include conducting a needs assessment, action plan, and annual implementation plan.

The initial focus of the program will include (1) border areas where insurgency levels tend to be highest, or (2) areas with a high benefit to cost ratio. Both community-level and industrial energy access will be considered. Of particular emphasis will be productive energy uses for vulnerable communities, and jobs creation. The program will seek to prove models as appropriate for a specific region, and simultaneously set up the institutional structure to promulgate the model further. Thus pilot projects, monitoring and oversight will be critical components of the work.

The contractor will ensure that the initiative does not overlap or duplicate any initiatives launched by other organizations at either a national or international level. Rather, it should seek to leverage the activities and lessons of others, working collaboratively with organizations throughout the region and tapping them as a resource for spreading lessons or providing training for implementation.

This work will include analysis of energy supply or energy savings options as necessary to enable energy access. Regulatory and reform work may also be required to facilitate access at the community levels. Public-private partnerships should be a major focus of this effort, with performance incentives based on the amount of funding leveraged by the contractor.

Activities may include but will not be limited to:

1. An analysis of the key elements of successful models of increasing access to clean and modern energy services in South Asia, presented as a compilation in tabular form, useable as a check list / guide for creating and promulgating models for new communities with different social conditions.
2. Train stakeholders on the options and models for increasing clean energy access.
3. Strengthen and continue to expand the SARI/E network of institutions that can provide training for communities wishing to replicate successful models
4. Preparation, award and administration of small grants between two or more countries

Deliverables / Anticipated Results may include, but will not be limited to:

1. Three to four models per year for improving access to clean energy identified and disseminated throughout South Asia through use of case studies, workshops, and incorporation in formal training curricula.
2. Two or more projects that create energy access through (a) public-private partnerships for a project using the GDA or the DCA mechanism, or (b) conducted by the contractor, with the expectation of escalation of this number and/or replication of these pilot projects toward end-years.

TASK 3: MARKET MODELS THAT FOSTER INCREASED TRADE AND INVESTMENT

There is vast potential for increasing the efficient use of energy in South Asia through cross-border trade and region-wide utilization of resources. Power trading in South Asia would help achieve:

- Optimum/efficient utilization of existing resources and assets
- Improved system reliability
- Better risk management
- Transparent prices
- Development of regional energy resources and cross border infrastructure
- Expansion of each country's energy supply resource portfolio

The countries of South Asia need to seize intra-regional energy trading opportunities. Energy trading among countries in the South Asia region has great potential to meet seasonal fluctuations in supply and demand which vary from country to country, thus improving supply reliability and price stability throughout the region. Energy trading through bilateral or

regional arrangements lessens the risk that any individual country faces at a given time, by allowing for greater flexibility to adapt to changing needs and circumstances. South Asian transmission companies would benefit by sharing grid codes and information on operations, as they have under the USAID SARI/Energy program. This would also lead to harmonization of regulation and lay the framework for cross-border trade.

Achieving regional electricity cooperation and integration would involve formation of a regional electric power system resource development plan and regional generation and transmission generation plan. The regional electricity load would also need to be forecasted, based on analysis and forecast of the electricity market, customers' ability to pay, evolution of national load curves, and demand-side measures.

For South Asia to transition towards a regional electric power market, several models of institutional structures are possible, including the single buyer model; the Third Party Access (TPA) or open access model; the pool model; and the bilateral contracts model. These models will need to be assessed as options for South Asia.

The South Asian countries should also work together on inter-regional energy trading. Many countries in the South Asia region are poised for trade; cooperating as a single entity would enable these countries to seek supply from neighboring regions, such as Central Asia or Southeast Asia. By coming together as a regional trading block, the South Asian countries can exhibit greater economic and political power in negotiating energy trade with other regions. Inter-regional energy trade would help close the supply/demand gap, reduce short-term supply risks, and increase supply and price stability.

Functioning energy markets can provide the affordability, flexibility, access, and cross-border economic linkages that define energy security and foster regional stability. Properly structured markets would facilitate an improved investment climate and help harness indigenous resources.

The objectives of the SARI/E Regional Energy Markets Initiative are to create a broad understanding of trade, investment, and market access in the energy sector, and in doing so facilitate harmonization of practices and increased regional trade of energy. Specifically, the program seeks to bring together stakeholders, including from the public and private sectors, to learn about, share data and experiences, and discuss and develop optimal practices for investment and trade, including optimal market structures for trade and the technical aspects of interconnects.

The SARI/E Markets Initiative was launched in FY06; by the start of this contract in FY07, the Markets Initiative is expected to have achieved:

- The creation of an action plan, adopted by regional champions
- Convening of several training sessions, peer exchanges, seminars, or advocacy groups on addressing focused aspects of the action plan.
- Training of stakeholders in several areas on the options for successful market, trade and investment mechanisms

In FY07 and beyond, the Contractor will build upon the first year of the SARI/E Markets Initiative. The Contractor will provide technical assistance and facilitate regional discussions on regional energy integration and trading, including the potential for a transparent, competitive electricity market in South Asia, increased electricity trade in South Asia, market based solutions for regional issues related to hydroelectricity facilities and reservoirs, and increased capacity of South Asian electricity regulators to develop and regulate the regional electricity market.

A small grants component of this activity may be activated whereby the contractor would be responsible for preparing, awarding and administering grants between two or more countries that would facilitate the objectives of this task area.

Activities may include but will not be limited to:

Electricity interconnect

1. Technical assistance towards and/or a feasibility study of electricity interconnect among South Asian countries, including an undersea cable between Sri Lanka and India.
2. Technical assistance towards and/or a feasibility study of creation and adoption of a Regional Energy Sector Master Plan, including conventional and renewable (including hydro) sources

Cross-border trading

3. Analysis of and training on the structure, merits and drawbacks of different market models for cross-border trade that have been exercised around the world.
4. Training, workshops and partnerships to facilitate the understanding of how to negotiate the complicated commercial, legal and regulatory structures throughout the countries of the region, and to explore means to harmonize or at least collate and translate into a common text or compilation such as an investors' handbook.
5. Technical assistance and possible training on mechanisms to enable public-private partnerships
6. Preparation, award and administration of small grants between two or more countries

LIR reform

7. Analysis of needs, training and advocacy for legislative, institutional and regulatory (LIR) reform toward increased cross border cooperation in energy trade and investment.
8. Development and implementation of harmonized regulatory practices that facilitate cross-border energy trade and investment in the region
9. Technical assistance for power sector reforms, in order to create an enabling environment for cross-border trade and investment

Deliverables / Anticipated Results may include, but will not be limited to:

1. One or more regional trades or investments initiated per year of this partnership, with the expectation of escalation of this number as the partnership gets toward end-years
2. One or more public-private partnerships for a cross-border energy trade or investment per year using GDA, or other partnership mechanism for trade using the DCA mechanisms

IV. Program Management

The Contractor will mobilize to establish an office in New Delhi, India, staffed with management and support personnel; while headquarters will be based New Delhi, the Contractor may also have coordinators in SARI/Energy member countries. The program management functions and responsibilities include establishing project management controls; budget and cost reporting; liaison with USAID, government agencies, other donors and other contractors; administrative support to contract staff; securing approvals; reporting; personnel management; and performance monitoring. Additional specific responsibilities are implementation planning, subproject development and assessment, and environmental compliance.

Implementation Plan

The Contractor shall develop a detailed implementation plan including a schedule that will ensure, to the maximum extent possible, the necessary performance and input from all parties to complete the overall program on time and within budget. Section E.3 provides a fuller description of the elements and process of producing this key document for USAID approval.

Annual Work Plan

As part of the original proposal that is submitted to USAID, the Contractor will provide a "draft" work plan for the initial year of the contract. This draft plan will encompass all relevant activities envisioned under the contract. Within the first three months of the contract, the Chief of Party, shall review and finalize the details of this initial work plan with USAID. The final work plan shall include a detailed description of the target results related to each of the tasks described above in this statement of work, as well as detailed information on how each of the tasks will be undertaken and completed. The plan will establish specific benchmarks for measuring progress in completing each of the tasks and each benchmark shall include a target completion date and quantifiable indicators of the achievement of target results. Every year, within 30 days of the beginning of the fiscal year, a revised, updated work plan will be submitted, in writing, to the CTO for review and approval. The Contractor will submit an annual work plan for CTO review and approval.

Progress Reporting

The Contractor will provide the following reports, as described in further detail in section F.6:

- Monthly Progress Reports
- Annual Reports
- Final Report

V. Gender Statement

Task orders will target women for capacity building activities in the energy sector at large, and raise the awareness of stakeholders on gender-based differences in the energy sector, in access to energy, and in energy use.

Gender may not be considered a separate topic to be proposed in isolation. USAID's gender mainstreaming approach requires that appropriate gender analysis be applied to the activities proposed by applicants. The Contractor shall take Gender Integration into account when implementing activities. Gender Integration means taking into account both the differences and the inequalities between women and men in program planning, implementation, and evaluation. The roles of women and men and their relative power affect who does what in carrying out an activity, and who benefits. Taking into account the inequalities and designing programs to reduce inequalities should contribute not only to more effective development programs but also to greater social equity/equality. Experience has shown that sustainable changes are not realized through activities focused on either women or men alone.

The Contractor should address the following two questions which involves taking into account not only the different roles of men and women, but also the relationship and balance between them and the institutional structures that support them:

- How will gender relations affect the achievement of sustainable results; and
- How will proposed results affect the relative status of men and women?

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. Also see Section H.13.

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 FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

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

USAID/India, American Embassy, Shanti Path, Chanakya Puri, New Delhi-110 021 INDIA

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

E.3 MONITORING AND EVALUATION

a) The Contractor understands and agrees that achievement of tangible results in a timely fashion is the essence of the contract. USAID will judge the Contractor's success in the contract based upon whether or not the tangible results are achieved when they are due. In the event that any one or more of the tangible results is (are) not achieved, or should the Contractor at any time realize that they are not achievable, the Contractor will immediately advise USAID in writing, and in the next report, required as part of the existing "Reporting Requirements," shall provide a complete explanation related thereto.

b) Tangible Results, Benchmarks, and Deliverables.

1. Development of a comprehensive Implementation Plan (IP) will be undertaken immediately following award of the contract. The IP shall incorporate scope, budget, schedule, approvals and resource allocation necessary to complete the Section F.2 Delivery Schedule. Elements will include the breakdown of activities; identification of responsibilities, critical milestones and project interfaces; inventory controls; financial and administrative procedures; subcontracting plan; reporting and close-out activities. The plan will address a wide variety of program functions including management, administration, technical assistance, financial, construction and operations.
2. The Contractor will submit the Implementation Plan to the USAID CTO for approval within 45 days of contract award. The IP shall be updated and revised every quarter (3 months). The Implementation Plan will allow USAID and the Contractor to monitor performance and be reviewed at the monthly program review meetings.
3. Within the first 90 days of the contract, effective with the date of contract signing, the contractor shall identify new or refine existing indicators and collect baseline data.
4. Development of a comprehensive Performance Monitoring Plan (PMP) will be undertaken immediately following the completion of this initial data gathering effort and will involve all relevant partners in the sub-

sector, i.e., USAID, NGOs, and other donors, and will be an interactive process of identifying monitoring parameters with clear indicators and benchmarks for determining progress. This exercise will propose indicators and performance targets for years 1, 1.5 (18th month mark), 2, 3, 4, 5 of the contract with clear responsibilities delineated for data collection against targets and reporting mechanisms. All proposed indicators and targets developed through this interactive process will be submitted for approval by the designated USAID CTO of the contract;

5. The Contractor must submit and obtain USAID CTO approval of its annual work plan within the first 90 days after the signing date of the contract by the Contracting Officer.
6. Typographical, formatting, grammatical, and syntactical errors will be cause for rejection of the deliverable by USAID and must be corrected at no additional cost to USAID. The contractor is expected to deliver reports of a technical quality commonly considered acceptable for publication in U.S. peer reviewed journals. Analyses in a tabular or summarized format should be of a quality commonly available for commercial purchase through leading financial or energy companies and institutions.

E.4 PERFORMANCE FEE EVALUATION PLAN

1) EVALUATION CRITERIA

This contract envisages providing incentives to contractor for providing quality technical assistance and meeting program objectives. The performance for the purpose of estimating incentives will be based on the criteria provided in the table.

- The performance of program implementation by contractor will be evaluated by CTO and Performance Evaluation Board (PEB). The PEB will be composed of three individuals approved by Contracting Officer. Most likely this will include:
 - The Cognizant Technical Officer, or other representative of the Mission;
 - USAID Mission or USAID/Washington energy expert; and
 - USAID Mission or USAID/Washington representative
- The contractor will submit an annual performance report enlisting specific achievements directly attributable to its activities implemented. The contractor will make a presentation within 30 days after submission of its annual report to the PEB.
- The incentive calculation will be based on the aggregate of points given by PEB.
- The targets for individual parameters based on the annual work plan, as outlined in the Program Impact table below, will be fixed on an annual basis in consultation with the contractor.

SN	Performance Parameters	Weight	PEB Score
Technical Management – 20%			
1.	Reports & Analyses	30%	
	Timeliness		
	Delivery of drafts and final reports on time and within budget		
	Content		
	Data / information – adequate, up to date, and accurate		
	Consistent with quality of U.S. peer reviewed journals or international commercial financial and energy sector analysis		
	Revisions addressed adequately - ability to address critical issues		
	Presentation		
	Document layout, Data presentation & Readability		
2.	Training, capacity building and advocacy	30%	
	Participation		
	Ease of logistics, including on-site, travel, and visa coordination		
	Impact		
	Participant feedback (up to 1 year)		
	Demonstrated actions taken by participants/recipients as a result of the training		
3.	Relationship with implementing partners and regional stakeholders	30%	
	Feedback from key regional stakeholders		
	Feedback from implementing partners		
	Feedback from Advisory Board members		
	Coordination with other donor agencies and governments		
5.	Monthly and quarterly reporting – quality and accuracy	10%	
Program Impact – 40%			
1.	Total cross-border energy trade and investment facilitated by contractor	40%	
2.	Total increase in access to modern energy in the region facilitated by contractor	30%	
3.	Additional parameters included in work plan annually.	30%	
Financial Impact: GDA & DCA – 40%			
1.	Total funds leveraged through public – private GDA partnerships or through leveraged DCA mechanisms for cross – border trade and investment	50%	
2.	Total funds leveraged through public– private GDA partnerships or through leveraged DCA mechanisms committed for increasing access to modern energy	50%	

2) FEE EVALUATION PROCEDURES FOR ACHIEVING GOALS AND TARGETS

1. Performance Reports

The Contractor will be responsible for submitting, as part of its regular annual report, its self-assessment of progress toward achieving the subcontracting and private resource mobilization goals under the contract. Monitoring reports prepared by the CTO, as well as written comments prepared by the CTO on the annual report and the self-assessment will also form part of the record for the award fee review. Using these materials, the CTO will prepare a report of the Contractor's achievement toward the annual and overall subcontract goals and in mobilizing private resources. This report will be a foundation document for use of by the Fee Determination Official in establishing how much incentive fee to award. The Contractor will have access to this report and be given the opportunity to comment on it before the fee determination decision is made.

2. Establishment of Performance Fee

For the three-year base period of this contract, the amount negotiated as the base, if any, and incentive fees will be divided into equal portions for each year as set forth in Section G.8. Each Option Period shall have one, twelve-month evaluation period. On an annual basis, the Fee Determination Official (FDO) will take into account the self-assessment of the contractor, any other pertinent technical or management reports, and the semi-annual report of the cognizant technical officer (CTO). The FDO will make his/her annual performance fee determination. In the event that a portion of the available fee is not awarded to the Contractor for a particular period rated, the FDO will decide whether any portion of that remaining fee should be rolled over into subsequent award fee period(s) at the date and time the FDO determined not to award all available fee. Key factors outside the Contractor's control, such as significant political upheaval or economic disruption, might form the basis of the FDO's determination to roll forward some portion of the remaining performance fee.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989

F.2 DELIVERY SCHEDULE

Shall be established within the first 45 days – part of the Implementation Plan – revised on an annual basis.

F.3 PERIOD OF PERFORMANCE

The base period of performance for the contract is from the effective date until July 31, 2009. The period of performance for option periods, if any, is:

OPTION PERIOD 1 August 1, 2009 through July 31, 2010
 OPTION PERIOD 2 August 1, 2010 through July 31, 2011

F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section E.3, Tangible Results and Deliverables, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract. The Contractor will ensure that its subcontracts require the applicable standards as well as any directed by the CTO, and that work is completed in compliance with those standards.

F.5 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G:

- (a) The Contractor is required to submit progress reports as specified in Section F.6.
- (b) The Contractor will also be required, when needed, to provide written analyses, technical assistance, training, grants administration, facilitation of public-private partnerships, and logistical support.

F.6 PROGRESS REPORTING REQUIREMENTS

A. Monthly Progress Reports

The Contractor will issue monthly progress reports no later than 15 days after the end of the month. The report will compare achieved progress versus planned progress as described in the Implementation Plan. Information and a timeline schedule will be provided split out by major task areas and will include information on Level of Effort (labor hour and long term and short technical assistance positions) deployment for major tasks. The Contractor will identify problems and provide recommendations on actions.

B. Quarterly Progress Reports

The Contractor shall submit quarterly (every third month) progress reports at the beginning of each quarter of the financial year to the CTO. The format for such reports will be provided by USAID and shall contain a minimum of the following: a summary of key activities during the period; updated data on progress towards targeted results against the designated indicators mentioned in the results framework; a comparison of actual accomplishments with the goals and objectives established for the period; reasons why established targets were not met (if appropriate); a discuss of any problems during the period together with the recipient's plans to address these problems; and details of any other programmatic or financial situations that were substantially different from what was anticipated. Information and a timeline schedule will be provided split out by major task area. We should be able to monitor the performance against designated indicators as per program Results Framework.

C. Monthly Financial Status Reports

The Contractor will provide monthly financial invoicing or expenditure projection to the CTO.

D. Quarterly Financial Status Reports

Financial reporting with respect to payment type will be set forth in the award, including any disbursement reporting. Other financial reporting will also be due on a quarterly basis, 15 days following the end of the reporting period.

Quarterly financial reports will be timed so that every second report is combined with the semi-annual performance report. Quarterly financial reports shall include accruals. These reports, at a minimum, shall contain:

- the total amount of funding committed to date to the contract, by USAID;
- the total amount of funding expended by the Contractor to date for each of the major activities that the Contractor has undertaken, including accrued expenditures, broken down by contract line item number;
- the existing pipeline of funds (committed funds minus expenditures), by contract line item number;
- the amount of funding and time remaining in the contract, by contract line item number in the budget; and
- any anticipated shortages and overruns in the budgeted amount of funding.

E. Annual Reports

The Contractor will provide annual reports within 30 days of the end of the fiscal year. The report will detail the status of progress against benchmarks, and the achievement of results as agreed between USAID and the Contractor. The report will also contain an analysis of progress achieved, reviewing the reasons for progress or the lack thereof, and propose any managerial or technical adjustments required under the contract to achieve success. These reports will provide all information needed for the Performance Evaluation Board (PEB) to review progress toward achievement of the award fee and for the Fee Determination Official (FDO) to set the amount of the award fee for the preceding year.

Even for those indicators which are not part of its performance plan, the Contractor will assist USAID in compiling data on all indicators which are part of the Mission's Results Framework for the SARI/E Program.

F. Final Report

No later than 60 days prior to the expiration date of the contract (base period only), the Contractor shall submit to the CTO a final report which shall summarize all contract activities and assess the progress made in reaching benchmarks and achieving results. The CTO and the Contractor will agree on the precise format of the final report at the beginning of the final year of the contract.

F.7 KEY PERSONNEL

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

Name	Title
	Chief of Party
	Contracts / Administration Manager
	Lead/management expert for energy supply task
	Lead/management expert for modern energy access task
	Lead/management expert for markets task

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

**F.8 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION
TO PPC/CDIE/DI**

In accordance with AIDAR Clause 752.7005 "Submission Requirements for Development Experience Documents (OCT 1997)" (the full text of which is included in Section H), USAID contractors are to submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address (rather than the outdated address in the cited clause):

Development Experience Clearinghouse
8403 Colesville Road, Suite 210
Silver Spring, MD 20910

Telephone Number (301)562-0641
Fax Number (301)588-7787
E-mail: docsubmit@dec.cdie.org
<http://www.dec.org>

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

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

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

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

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

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

BY: _____

TITLE: _____

DATE: _____

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

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

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

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

Regional Office of Acquisition & Assistance
USAID
American Embassy, West Building
Shanti Path, Chanakya Puri, New Delhi-110 021
India

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer is Ms. Robyn McGuckin, or his or her designee, at:

USAID
American Embassy, West Building
Shanti Path, Chanakya Puri, New Delhi-110 021
India

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

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

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

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

- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" 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 CTO 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 CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

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

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

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

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

G.5 PAYING OFFICE

The paying office for this contract is:

USAID/India
Regional Financial Management Office
9000 New Delhi Place

G.6 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal:

Operating Unit:

Strategic Objective:

Team/Division:

Benefiting Geo Area:

Object Class:

Amount Obligated:

G.7 CONTRACTOR’S PRIVATE (NON-USAID FUNDED) RESOURCE MOBILIZATION PLAN

G.8 FEE PAYMENT PLAN

The fee structure is illustrated in the table below.

years	1	2	3	4	5	Total	%
Technical Management							
Incentive Fee – target #1							15%
Program impact							
Incentive Fee – target #3							15%
Resource mobilization targets							
Incentive Fee – target #2							20%
Total subcontracting amount							
Disadvantaged subcontract targets							
Incentive Fee – target #1							
Total Incentive Fee based on meeting targets #1, #2, and #3							50%
Total Base Fee invoiced on annual basis							50%
Total Fee							100%

Note: annual targets will be determined on annual basis.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
	AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990

H.2 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 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 shall 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 shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:

- (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, and has received payment for such purposes, the Contracting Officer may require the Contractor to refund the entire amount of the purchase.

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

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

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

H.4 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (OCT 1997)

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to the Development Experience Information Division of the Center for Development Information and Evaluation (PPC/DCIE/DI) in the Bureau for Policy and Program Coordination, copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540, section E540.5.2b(3). Information may be obtained from the Cognizant Technical Officer (CTO). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to PPC/CDIE/DI copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

(2) Upon contract completion, the contractor shall submit to PPC/CDIE/DI an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements.

- (1) Distribution. (i) The contractor shall submit contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in electronic format and hard copy (one copy) to U.S. Agency for International Development PPC/CDIE/DI, Attn: ACQUISITIONS, Washington D.C. 20523 at the same time submission is made to the CTO.
- (ii) The contractor shall submit the reports index referenced in paragraph (a)(2) of this clause and any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted to PPC/CDIE/DI, within 30 days after completion of the contract to the address cited in paragraph (b)(1)(i) of this clause.
- (2) Format. (i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USUSAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.
- (ii) The hard copy report shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.
- (iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the hard copy submitted.
- (iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, ASCII, and Portable Document Format (PDF). Submission in Portable Document Format is encouraged.
- (v) The electronic document submission shall include the following descriptive information:
- (A) Name and version of the application software used to create the file, e.g., WordPerfect Version 6.1 or ASCII or PDF.
- (B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.
- (C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

H.5 INSURANCE AND SERVICES

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

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312
Points of Contact:
Diane Proctor or Sue Somers
(703) 813-6503
Hours of Operation are:
8 a.m. to 5 p.m. (EST)
Telefax: (703)354-0370
E-Mail: www.rutherford.com

(b) Contractor's are responsible for providing medical evacuation coverage for their employees. The following State Department website, <http://www.state.gov/m/dghr/flo/24051.htm> , provides possible sources from which MEDAVAC coverage may be obtained. USAID does not endorse any of the listed sources. Medical evacuation costs are allowable as a direct cost.

H.6 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 935.

H.7 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the following equipment and/or resources:

[To be proposed by offerors]

H.8 LOGISTIC SUPPORT

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

H.9 LANGUAGE REQUIREMENTS

Contractor personnel and consultants shall have English and other language proficiency as necessary to fully perform the technical services.

H.10 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated [to be determined] is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development
Office of Small and Disadvantaged Business
Utilization
Room 7.08 RRB
Washington, D.C. 20523

H.11 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

H.12 REPORTING OF FOREIGN TAXES

(a) Final and Interim Reports. The Contractor must annually submit two reports: (i) An interim report by November 17; and (ii) A final report by April 16 of the next year.

(b) Contents of Report. The reports must contain: (i) Contractor name. (ii) Contact name with phone, fax and email. (iii) Agreement number(s). (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. NOTE: For fiscal year 2003 only, the reporting period is February 20, 2003 through September 30, 2003. (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa). (vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31. (vii) The final report is an updated cumulative report of the interim report. (viii) Reports are required even if the contractor/recipient did not pay any taxes during the report period. (ix) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause: (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements. (ii) "Commodity" means any material, article, supply, goods, or equipment. (iii) "Foreign government" includes any foreign governmental entity. (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to:

Regional Financial Management Office, USAID, American Embassy, Chanakyapuri, New Delhi -110021 INDIA

(e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements. (f) For further information see <http://www.state.gov/m/rm/c10443.htm> .

H.13 SUPPORTING USAID DISABILITY POLICY (DECEMBER 2004)

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

<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>

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

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2003
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (JAN 2004)	OCT 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR	JUL 2005

SECTION I

	POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN 2002
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAR 2005
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 2005
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE II (MAR 2005)	MAR 2005
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	DEC 2004
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR Chapter 7

752.202-1 DEFINITIONS

752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997

**I.2 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA
OR INFORMATION OTHER THAN COST OR PRICING DATA--
MODIFICATIONS (OCT 1997)**

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

I.4 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUL 2005)

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

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of 10% percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment; and

(ii) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution.

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

I.5 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

I.6 52.246-24 LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (FEB 1997) ALTERNATE I (APR 1984)

(a) Except as provided in paragraphs (b) through (e) below, and notwithstanding any other provision of this contract, the Contractor shall not be liable for loss of or damage to property of the Government (including the supplies delivered under this contract) that (1) occurs after Government acceptance of the supplies delivered under this contract and (2) results from any defects or deficiencies in the supplies.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, the supplies results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through purchase or use of the supplies required to be delivered under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects or deficiencies in, the supplies delivered under this contract.

(d) (1) This clause does not diminish the Contractor's obligations, to the extent that they arise otherwise under this contract, relating to correction, repair, replacement, or other relief for any defect or deficiency in supplies delivered under this contract.

(2) Unless this is a cost-reimbursement contract, if loss or damage occurs and correction, repair, or replacement is not feasible or desired by the Government, the Contractor shall, as determined by the Contracting Officer--

(i) Pay the Government the amount it would have cost the Contractor to make correction, repair, or replacement before the loss or damage occurred; or

(ii) Provide other equitable relief.

(e) This clause shall not limit or otherwise affect the Government's rights under clauses, if included in this contract, that cover--

(1) Warranty of technical data;

(2) Ground and flight risks or aircraft flight risks; or

(3) Government property.

I.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://arnet.gov/far/>

752.242-70 Periodic Progress Reports

See Contract Information Bulletin (CIB) 98-21.

I.8 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

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

I.9 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
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ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

ATTACHMENT 2 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 3 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 4 - CERTIFICATE OF CURRENT COST AND PRICING DATA

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 5 – CONTRACTOR PERFORMANCE REPORT - SHORT FORM

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies. (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes: [] (i) Paragraph (b) applies. [] (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

----- FAR Clause #	Title	Date	Change ----
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.2 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)

NOTE:

This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

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

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

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

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

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

Date of Disclosure Statement:

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

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

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

Date of Disclosure Statement:

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

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

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

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

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

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

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

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

YES NO

K.3 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

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

Yes No

SECTION K

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

K.4 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it [] is, [] is not a State agency or charitable institution, and that it [] is not immune, [] is partially immune, [] is totally immune from tort liability to third persons.

K.5 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

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

K.6 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [] has not [] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.7 SIGNATURE

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

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

386-06-006

SECTION K

Name of Offeror_____

Typed Name and Title_____

Signature_____ Date_____

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. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT 2003
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997)	MAY 2001
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999

L.2 52.215-3 REQUEST FOR INFORMATION OR SOLICITATION FOR PLANNING PURPOSES (OCT 1997)

(a) The Government does not intend to award a contract on the basis of this solicitation or to otherwise pay for the information solicited except as an allowable cost under other contracts as provided in subsection 31.205-18, Bid and proposal costs, of the Federal Acquisition Regulation.

(b) Although "proposal" and "offeror" are used in this Request for Information, your response will be treated as information only. It shall not be used as a proposal.

(c) This solicitation is issued for the purpose of comment by interested parties.

L.3 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION.

As prescribed in 15.209(a), insert the following provision:

INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

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

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

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

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

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

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

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

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

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

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

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

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

(1) Mark the title page with the following legend:

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

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

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

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

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

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

- (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (End of provision)

Alternate I (Oct 1997). As prescribed in 15.209(a)(1), substitute the following paragraph (f)(4) for paragraph (f)(4) of the basic provision:

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

L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)

(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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

USAID

American Embassy (West Bldg.)

Shanti Path, Chanakya Puri

New Delhi - 110 021 INDIA

Mailing Address:

USAID

American Embassy

Shanti Path, Chanakya Puri

New Delhi - 110 021 INDIA

Facsimile: 91-11-2498390

Internet email: marcusjohnson@usaid.gov

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

L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

L.6 GENERAL INSTRUCTIONS TO OFFERORS

(a) The offeror must submit its proposal electronically -

(i) via internet email with up to 6 attachments (4MB limit) per email compatible with MS Word, Excel, Lotus 123 and/or WordPerfect in a MS Office Windows environment or as PDF files. Only those pages requiring original manual signatures may be faxed. (Facsimile of entire proposal is not authorized); or

(ii) via regular mail - sending CDs or floppy diskettes only of technical proposal and cost proposal, however the issuing office receives regular international mail only once a week. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer; or

(iii) hand delivery (including commercial courier) of paper CDs or floppy diskettes only of technical proposal and cost proposal to the issuing office.

(iv) regardless of the which of the above methods are used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

(b) Submission of Alternate Proposals

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, **which we encourage**, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

(c) Government Obligation

The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

- (a) The technical proposal in response to this solicitation should address how the offeror intends to carry out the Statement of Work contained in section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in section M.
- (b) The past performance references required by this section shall be included as an annex or attachment of the technical proposal.
- (c) Technical proposal is limited to 20 pages and pages submitted in excess of the page limit will NOT be evaluated and will be returned to the offeror. Proposals shall be written in the English language and typed on standard 8 1/2" x 11" paper (or 216mm by 297mm, A4 size paper) format, using 10, 11, or 12 point font size with each page numbered consecutively. Items such as graphs, charts, cover pages, dividers, table of contents, and attachments (i.e. key personnel resumes [of no more than 3 pages], table summarizing qualifications of proposed personnel, and past performance report forms/CPRs) are not included in the page limitation. An executive summary of a maximum of five pages over and above 20 page limit should be included in each proposal. Therefore the maximum is 25 pages.
- (d) The technical proposal should, at a minimum, include the following:

1. “Technical approach”

The Statement of Work identifies key areas in which expertise will be required. Offerors will be evaluated based on its submissions of a draft implementation and management plan detailing its understanding, approach, to achieving specified deliverables/results, as set forth in the Statement of Work including appendices covering gender and performance monitoring.

The technical approach shall reflect an understanding of content and sequence of activities in the areas indicated in the scope of work. Offerors will be evaluated on their approach toward achieving stated requirements, the consistency of the proposed approach with the stated goals and objectives, and innovative approaches to achieve desired policy and institutional reform outcomes. To maximize program impact, the contractor will be expected to develop strategic alliances with a variety of both public and private organizations. Firms that propose innovative and creative approaches to form alliances and maximize resource contributions from these organizations (along the principles of USAID’s Global Development Alliance) may be viewed as of higher value in the technical evaluation.

Specifically, the proposals should include: 1) how alliance partners (including within local communities) will be identified and recruited; 2) the process for conducting due diligence with private sector partners; 3) the strategy to maximize partner contribution; 4) the kinds and value of resources that USAID funds will leverage from partners; 5) the anticipated benefit to USAID and the partners as a result of the alliances; and 6) the process to ensure that partners are significantly involved in identifying and solving problems and making decisions.

2. “Management Structure and Personnel Qualifications”

The offeror’s response must clearly describe the professional qualifications of proposed personnel, including the Chief of Party and intermittent (named short term consultant) professionals with respect to each task of the Statement of Work. Qualifications for personnel shall include relevant formal training and professional experience, relevant field experience, project management, and experience as resident in developing, transition, and post-conflict countries. (It’s preferred that the Chief of Party have experience as a resident in developing, transition, or post-conflict countries.) Availability of personnel, an important criterion, shall be clearly stated and availability of proposed personnel shall coincide with the timeframe of staffing given in Section C.

Describe the delegations of authorities within the offeror’s proposed team (field staff), the lines of communications between field staff and home office and mechanisms/system that will be used to enhance coordination and promote partnering with and mobilizing of both U.S. and locally available expertise to achieve the objectives and results described in the statement of work, and the proposed lines of communication with SARI/Energy’s CTO.

The contractor will propose, at a minimum, individuals for the following key personnel positions:

- Chief of Party
 - Contracts / Administration Manager
 - Lead/management expert for energy supply task
 - Lead/management expert for modern energy access task
 - Lead/management expert for markets task
- i) **Chief of Party** with at least 15 years experience in managing energy sector trade and investment projects in developing countries is preferred. The person should have experience in directly working with ministries, government and non-government institutions, multilateral and bilateral donor agencies, and private sector stakeholders. The person should have formal education or training in engineering, public policy, and should hold MBA or PhD degree in international business management or finance. Good understanding about regulated and de-regulated energy business, with some experience in emerging energy markets will be an asset. In addition, the

person should be able to demonstrate business acumen, analytical and problem solving skills, strong communication, report writing, and presentation skills.

- ii) **Contracts / administration manager** with at least five years experience in dealing with USAID contracts. The person should have experience in administrating regional programs and managing local sub-contractors in South Asia. The person should have formal qualification in accounting.
- iii) **Lead/management expert for energy supply task**, person should have at least 10 years experience in development of clean energy resources including but not limited to hydro, wind, solar, clean coal etc. The person should be familiar with the economics of power generation projects, socio-environmental impacts, risk management, and investment structuring. The person should have formal education or training in engineering, finance, and business management.
- iv) **Lead/management expert for modern energy access task**, person should have at least 10 years experience in micro-finance, credit enhancement, and development of community models for economic up-lifting of vulnerable communities in developing countries, preferably in South Asia. The person should have formal education or training in social sciences and finance. Experience of working with leading energy sector NGOs in South Asia will be an asset.
- v) **Lead/management expert for markets**, person should have minimum 10 years experience in financial and business evaluation/management in energy sector, preferably in electricity utility industry. The person should possess an active knowledge and involvement in the business community to maintain expertise on current industry trends in energy sector in South Asia. The person should have experience and/or excellent understanding about the market models operating in the energy sector worldwide. In addition, person should have expertise in financial modeling, technical benchmarking, risk management, and industry research and analysis for identifying key issues and challenges in regional energy trade and investment. The person should have formal education in electrical engineering and business management, preferably MBA with specialization in finance.

3. “Past performance”

The Technical Evaluation Committee (TEC) will evaluate past performance for the Offeror based on reference checks and relevant past performance information submitted, and may consider other past performance information sources.

The Offeror (prime) shall provide past performance references in accordance with the following:

- i. The Offeror (and any subcontractors performing more than 20% of total labor days in any given year) shall submit a list of no less than its 5 most recent contracts or subcontracts awarded (within the last five years) that address each of the tasks of the Statement of Work.
- ii. To ensure uniformity of information for conducting the reference checks, the contractors shall complete Part 1 (Blocks 1 through 9) of the Contractor Performance Report – Short Form for no less than 5 most recent contracts or subcontracts listed. The name of a point of contact, company name, telephone number(s) and email address, if applicable, for all contacts is required. It is recommended that the contractor alert the contacts that their names have been submitted and that they are authorized to provide past performance information when requested.
- iii. If the Offeror encountered problems on any of the above mentioned contracts, they may provide a short explanation of the problem and the corrective action taken. Space is provided in Block 6 of the Short Form for this. The contractor should not provide general information on their performance.
- iv. The contractor may describe any quality awards that indicate exceptional capacity to provide the service or product described in the Statement of Work. Evidence of specific quality awards may be presented as attachments to the technical proposal. This information is not included in the page limitation.

Past performance evaluations by USAID will focus on the following criteria with respect to each component of the Statement of Work:

- 1. quality of services provided;
- 2. record of forecasting and controlling costs;
- 3. adherence to contract schedules, including administrative aspects of performance;

4. history of reasonable and cooperative behavior and commitment to customer satisfactory of clients;
5. history of reasonable and cooperative behavior and commitment to customer satisfactory of end users (host country persons and institutions); and
6. effectiveness of key personnel.

L.8 INSTRUCTIONS REGARDING KEY PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

(a) Each offeror shall provide a budget for each line item listed in Section B. Supporting information should be provided in sufficient detail to allow a complete analysis of each line item cost. This is to include a complete breakdown of the cost elements associated with each line item and those cost associated with any proposed subcontract under each CLIN. The budget must have an accompanying narrative "Budget Notes" of explaining the assumptions (formula) of the cost of each CLIN.

(b) If the contractor is a joint venture or partnership, the cost proposal must include a copy of the agreement between the parties to the joint venture or partnership. The agreement will include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting responsibility, how work will be allocated, overhead calculated, and profit shared, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.

(c) RESERVED

(d) The representations and certifications, as set forth in Section K of this solicitation, with the last page signed. This should be completed by any proposed subcontractors as well.

(e) RESERVED

(f) Audited balance sheets and profit and loss statements or if not available, returns as submitted to U.S. Federal or corporate country of residence tax authorities for the offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. (The balance sheets and profit and loss statements for the current fiscal year may be unaudited.) The profit and loss statements should include details of the total cost of services sold, and be annotated by either the auditor or offeror to delineate the offeror's indirect expense pool(s) and customary indirect cost distribution base(s).

(g) A copy of the offeror's personnel policies in effect at the time the offer is submitted.

(h) A copy of the offeror's travel policies in effect at the time the offer is submitted.

ADDITIONAL INSTRUCTIONS FOR PREPARATION OF THE COST PROPOSAL

a. Definitions

1. Annual Salary: The annual salary of an employee is that individual's basic compensation exclusive of fringe benefits, travel incentives, housing allowances, differentials, or other bonuses.
2. Daily Salary: The daily salary of an employee is established by dividing the annual salary of the individual by 260, the number of work days in a year.

b. General

1. Offeror cost proposal must be completely separate from the Offeror's technical proposal.
2. If subcontracting is contemplated under each CLIN, indicate the types of work to be subcontracted, stating: the percentage of each type of work subcontracted, extent to which competition was or will be solicited prior to selection, subcontractor selected and reasons therefore, and the method of analyzing prospective subcontractor proposals.
3. The offeror shall propose the level of effort (labor days) allocation to be utilized over the contract performance period under each CLIN of the contract.

c. Items to be included in the cost proposal.

In addition to the items listed in L, the following specific items shall be included in the proposal. Failure to furnish full and complete information may cause an offer to be considered unacceptable. If the offeror is a joint venture or partnership, the proposal shall include the data requested for each of the partners or joint venture firms.

A Contractor Employee Biographical Data Sheet (See Section J) for each individual proposed for performance of long term positions under the contract (including all individuals designated as "key persons" under the contract. Each sheet must be signed, complete, accurate, up to date and indicate the proposed salary as it relates to the Offeror's proposal. A letter or other documentation from the Offeror's cognizant Government Audit Agency, if any, stating the Offeror's most recent final indirect cost rates, the current provisional rates accepted by the cognizant Government Audit Agency for proposal/billing purposes, the base to which such rates are applied, and the Offeror's fiscal year.

The cost proposal shall follow the budget format as proposed in Section L above, including the major budget line items, set forth below, and be broken down by year, for the period of the contract.

Subcontractors' costs shall be included under the "Subcontract" budget line item, but within such budget line item, shall follow the same CLIN format as discussed in Section L., below. While hard copy of the cost proposal is elective, the contractor shall provide an electronic copy of all spreadsheets supporting the cost proposal in a format compatible with MS Excel.

The Offeror shall also propose a cost management plan which will address all strategies and mechanisms that the offeror will employ in order to ensure that performance elements of this contract will be completed within the total estimated cost proposed. The cost management plan should describe the management systems in place and their application in all major functional cost areas such as: planning, budgeting, scheduling, measurement and reporting of cost and schedule performance.

d. Cost Realism.

The Offeror's proposal is presumed to represent its best effort to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance, and cost or price, should be explained in the proposal. Any significant inconsistency, if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required and their financial ability to perform the contract, and may be grounds for rejection of the proposal.

e. Contract Line Item Number (CLIN)

The following discussion reflects important changes in the way that USAID is tracking results and funds needed to achieve these results. For purposes of developing a cost proposal, the Offeror shall develop CLINs.

A contract shall identify the items or services to be acquired as separate CLINS unless it is not feasible to do so. CLINS basically have three characteristics:

Single Unit Price: The item shall have a single unit price or a single total price;

Separately Identifiable: A CLIN must be identified separately from any other items or services on the contract;

Separate Delivery Schedule: Each CLIN item or service shall have its own delivery schedule, period of performance date, or completion date expressly stated.

f. COST SHARING. "Cost-sharing" means the application presents cash from non-US Federal sources which the offeror will use in the performance of the award. "Matching-Arrangement" means the application presents cash from non-US Federal sources which will be provided at a set ratio (e.g. for every 2 dollars USAID obligates the recipient will provide 1 dollar.) "In-Kind Contribution" means the donation of tangible property (such as computers, medical and lab equipment,

intellectual property rights, technology transfer, but excluding real) or services (such as rent, utilities, etc.) provided by the recipient to the Government.

L.10 SMALL BUSINESS PARTICIPATION

(a) As part of the evaluation of past performance in Section M.2 of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and past 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.

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:

1. 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 small business incentive programs set out in your contract(s).
2. To supplement the narrative summary in 1. above, provide with your summary a copy of the most recent SF 294 "Subcontracting Report for Individual Contracts" for each contract against which you were required to report for the past three years.
3. Provide us with 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 phone number, and e-mail address for each.
4. USAID reserves the right to obtain past performance information from other sources, including any SB concern you have not named [per (a)2.] or government agency.

(b) Small business concerns will not be evaluated favorably or unfavorably (consistent with FAR 15.305(a)(2)(iv)).

U.S. GOVERNMENT ESTIMATE

a. The total estimated amount available is US\$8,500,000 for the based period, US\$3,500,000 for Option Period 1 and US\$3,500,000 for Option Period 2. Upon contract award, the total estimated cost plus fixed fee shall be incorporated into Section B of the contract. That total estimate includes the cost/price of all CLINs over the life of the contract.

b. Non-Financial Commitments - USAID may consider more than financial commitment as means of its support. For example, to obtain the maximum public-private alliance partnership possible an offeror requests that the Cognizant Technical Officer (CTO) and/or the Mission Director to meet annually with the Board of Directors of a corporation or foundation at its HQ somewhere in the world to present the view of the U.S. Government as to how the alliance is performing. The specific request would be made by the offeror, on behalf of its alliance partner(s). The expense (air travel, per diem and other miscellaneous expenses) would be financed by the U.S. Government outside (separately) of the amount stated in the paragraph above.

[End of Provision]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

M.2 EVALUATION CRITERIA

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

(a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.

(b) The cost proposal will be scored by the method described in this Section.

(c) The criteria below are presented by major category, with relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation.

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

A review panel established under the direction of the Regional Contracting Officer will evaluate proposals. The review panel and the Regional Contracting Officer will use "Best Value" criteria to determine the proposal most advantageous to the U.S. Government. **All evaluation factors other than Cost/price, when combined, are significantly more important than Cost/price factors. The significant technical evaluation factors are listed in relative order of importance.** Technical approach is the most importance significant technical factor. The subfactors under each significant technical evaluation factor are of equal weight relative to each other.

The contract award shall be made to the responsive and responsible offeror whose combined technical and cost/price factor offer the best value to the U.S. Government.

I. Technical Evaluation Factors

A. Technical Approach :

Offerors will be evaluated based on their understanding of the work, soundness of its proposed strategy, time schedule and deliverables as indicated and demonstrated in the implementation plan. Specifically, the technical approach described in the proposals will be evaluated on:

1. the demonstrated understanding of the requirement in Section C., that is, the overall project context, the project concept, and the target objectives and results of project;
2. the adequacy, logic and innovative nature of the proposed technical approach (solution) of the offeror;

3. the demonstrated reasonableness (realism) of the proposed strategy and approach to achieving the objectives and the timeframe for the start-up and establishment of systems to implement the activities described in the statement of work. The demonstrated ability to identify constraints and risks associated with the proposed strategy and approach to be employed to overcome them is key;
4. the degree to which the offeror demonstrates that its approach is able to leverage and build on earlier SARI/Energy accomplishments and learn from past SARI/Energy lessons;
5. the demonstrated effective and efficient mobilization and management of subcontractors, collaborating partners, short term U.S. and South Asian personnel whose skill, expertise and experience match with the requirements of the activities in the statement of work. (The degree to which the work responsibility for each sub-contractor must be described, including a description for how they are uniquely suited, as well as means to ensure coordination between different subcontractors); and
6. The adequacy of the proposed data collection and performance monitoring plan of the contractor.

B. Management Structure and Staff Qualification :

The proposed management structure and staff will be evaluated on:

1. the demonstrated professional qualifications, technical skill, and past experience of the Chief of Party (COP) and the extent to which his/her skill set will directly contribute to and enhance the requirement stated in Section C;
2. the demonstrated qualifications and relevance to successful completion of Section C of the local partners and subcontractors proposed;
3. the demonstrated relevancy contained in the organizational and staff plan given the technical approach;
4. the appropriateness of proposed level of effort for individual team members and short term consultants based on their role, expertise and suitability given the technical approach (solution) and the requirement stated in Section C.; and
5. The demonstrated experience of the staff in integrating gender consideration into energy activities.

C. Past Performance

The contractor will be evaluated based on:

1. the demonstrated level of past experience in developing curriculum, training programs, conducting study tours, designing and managing sub-grant and sub-contract programs on energy efficiency and its regulation in developing countries, specifically in SARI/Energy member countries;
2. the demonstrated experience and familiarity by the offeror, and its proposed subcontractors, in developing business models and formulating strategy for implementation of projects relating to energy supply, access, and markets;
3. the demonstrated previous performance and experience with similar or related activities of the same size;
4. previous performance with USAID, other donors, or other entities in [energy development] in South Asia or other developing countries around the world; and
5. Demonstrated an effective system for managing subcontracts, joint-venture relationships or any other method proposed for involving the work of other firms or organizations to carry out the contract.

(Note: The U.S. Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and other competitors to successfully meet the requirements of the RFP. Past performance of significant and critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort.)

The U.S. Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources outside of the U.S. Government. However, the proposal of an offeror with no relevant past performance, may not represent the most advantageous proposal to the U.S. Government and thus, may be an unsuccessful proposal when compared to the proposals of the other offerors. The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance experience. The Government reserves the right not to evaluate or consider for award the entire proposal from an offeror which fails to provide the past performance information or which fails to assert that it has no relevant directly related or similar past performance experience.

II. Cost/Price Factor

While the overall Technical Evaluation is the key factor in reviewing the offeror's proposal, the cost/price evaluation is nonetheless an essential factor in determining the final contract award and ability to get into and remain in the competitive range. It should be noted that estimate cost is an important factor and its importance as an evaluation factor will increase as the degree of equality of technical competence between proposals increases. Additionally, the cost/price evaluation shall be carefully considered in determining the best value to the U.S. Government.

The Government shall evaluate the total cost proposal for the principal tasks identified in Statement of Work for realism, completeness and reasonableness. The contractor should have a structure that will allow it to provide the greatest value (highest results) at the lowest cost; minimizing and/or eliminating overall administrative costs, overhead, subcontract pass-through costs, profit, international staff benefits, home office communications and support, and other non-value added costs.

M.3 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

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

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

M.4 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

USAID encourages the participation of U.S. small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

**ATTACHMENT 1
IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS**

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

- (a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.
- (b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Vietnam, Cuba, Cambodia, Laos, Iraq, Iran, North Korea, Syria and People's Republic of China.
- (c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.
- (d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Malta, Moldova, Monaco, Mongolia, Montenegro*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

* Has the status of a "Geopolitical Entity", rather than an independent country.

ATTACHMENT 2

USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

1. Name (Last, First, Middle)		2. Contractor's Name	
3. Employee's Address (include ZIP code)		4. Contract Number	5. Position Under Contract
		6. Proposed Salary	7. Duration of Assignment
8. Telephone Number (include area code)	9. Place of Birth	10. Citizenship (if non-U.S. citizen, give visa status)	

11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment

12. EDUCATION (include all college or university degrees)				13. LANGUAGE PROFICIENCY (See Instructions on Reverse)		
NAME AND LOCATION OF INSTITUTE	MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading

14. EMPLOYMENT HISTORY

1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment.

2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.

POSITION TITLE	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Annual Salary
		From	To	Dollars

15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)

SERVICES PERFORMED	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Days at Rate	Daily Rate in Dollars
		From	To		

16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.

Signature of Employee	Date
-----------------------	------

17. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)

Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that the USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.

Signature of Contractor's Representative	Date
------------------------------------------	------

INSTRUCTION

Indicate your language proficiency in block 13 using the following numeric Interagency Language Roundtable levels (Foreign Service Institute Levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. 'S' indicates speaking ability and 'R' indicates reading ability. For more indepth description of the levels refer to USAID Handbook 28.

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects.

3. General professional proficiency

S Able to speak the Language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.

R Able to read within a normal range of speed and with almost complete comprehension.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels.

R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.

R Reading proficiency is functionally equivalent to that of the well-educated native reader.

PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances, the educational information provides an indication of qualifications, the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of informatoin. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development
Procurement Policy Division (M/OP/P)
Washington, DC 20523-1435,
and
Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

ATTACHMENT 3
SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation of receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

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Standard Form - LLL-A

ATTACHMENT 4

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

FIRM _____

SIGNATURE _____

NAME _____

TITLE _____

DATE OF EXECUTION*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when price negotiations were concluded and the contract price was agreed to.

ATTACHMENT #5

CONTRACTOR PERFORMANCE REPORT - SHORT FORM
PART I: Contract Information (to be completed by Offeror)
1. Name of Contracting Entity:
2. Contract Number:
3. Contract Type:
4. Contract Value (TEC): (if subcontract, subcontract value)
5. Description of Work/Services:
6. Problem: (if problems encountered on this contract, explain corrective action taken)
7. Contacts: (Name, Telephone Number and E-mail address)
7a. Contracting Officer: Phone Number: Email Address:
7b. Technical Officer(CTO): Phone Number: Email Address:
7c. Other:
8. Offeror:
9. Information Provided in Response to RFP No.: