

SOLICITATION NUMBER 383-07-00X (DRAFT)

The USAID Contracting & Agreement officer has chosen to use an acquisition instrument to implement the program activity described in Section C of this document. This method was chosen due to the need of the Government to be able to exercise effective control over the implementation process – technical direction. For example, the Government proscribes the type and/or location key personnel and non-key personnel as well as the minimum qualifications required for each. The Government also sets forth exactly where and how many offices are to be proposed. Lastly, given the known and anticipated dynamic in-country political and security environment and the contractor’s likely physical proximity to conflict areas in particular, the Government requires the unilateral right to redirect the instrument based solely on the interests of the Government.

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 383-07-00X		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 03/XX/2007
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		6. REQUISITION/PURCHASE NUMBER		

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

SOLICITATION

9. Sealed offers in original and one _____ 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 **US Embassy/USAID (West Bldg.), Chanakyapuri, New Delhi-110 021 INDIA** until _____ local time _____ (Date)

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

10. FOR INFORMATION CALL:		A. NAME Marcus A. Johnson, Jr.	B. TELEPHONE (NO COLLECT CALLS) AREA CODE +91-11 NUMBER 24198796 EXT.		C. E-MAIL ADDRESS marcusjohnson@usaid.gov
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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the 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 AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	
				18. OFFER DATE	

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 Refer to Section G.5		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) Marcus A. Johnson, Jr.		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE

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

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The USAID Mission in Sri Lanka intends to support an integrated conflict response strategy to address the escalating conflict in Sri Lanka. The program will utilize peace building, democracy and governance, as well as, economic growth strategies to address the most deleterious symptoms of the increased violence. In the medium term, USAID will continue to support objectives that promote a resumption of the peace process to resolve Sri Lanka’s long standing conflict.

B.2 CONTRACT TYPE

This is a cost-plus fixed fee (CPFF) completion contract type. 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, 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 fixed fee, if any, is _____. The estimated cost plus all fixed fees, if any, is _____.

(b) Within the estimated cost plus all 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 Estimated Cost	\$ _____
0001a – YEAR 1 Fee, if any	\$ _____
Subtotal (0001+0001a) Total Price	\$ _____
0002 - YEAR 2 Estimated Cost	\$ _____
0002a – YEAR 2 Fee, if any	\$ _____
Subtotal (0002+0002a) Total Price	\$ _____
0003 - YEAR 3 Cost	\$ _____
0003a – YEAR 3 Fee, if any	\$ _____
Subtotal (0003+0003a) Total Price	\$ _____
0004 – CRISIS MODIFIER Estimated Cost	\$ _____
0004a – Fee, if any	\$ _____
Subtotal (0004+0004a) Total Price	\$ _____
CLIN – BASE PERIOD (YEAR 1, 2, 3 & 4) Total Price	\$ _____

CLIN – OPTION PERIOD ONE

0005 - YEAR 4 Estimated Cost \$ _____

0005a – YEAR 4 Fee, if any \$ _____

Subtotal (0004+0004a) Total Price \$ _____

CLIN – OPTION PERIOD TWO

0006 - YEAR 5 Estimated Cost \$ _____

0006a – YEAR 5 Fee, if any \$ _____

Subtotal (0004+0004a) Total Price \$ _____

CEILING PRICE (All CLINS Combined) \$ _____

[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:
Period:

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

3/Base of Application:
Type of Rate:
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.

B.7 APPROVED SUBCONTRACTORS

Pursuant to FAR Clause 52.244-4, the following subcontractors were identified and agreed to during negotiations to provide the services covered by this contract.

[To be proposed by offeror]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**Project Title: The Reconciliation, Governance, Human Security, Transparency and Stability (RIGHTS) Program****1. INTRODUCTION**

The United States Agency for International Development's (USAID) Mission in Sri Lanka intends to support an integrated conflict response strategy to address the escalating conflict in Sri Lanka. The program will utilize peace building, democracy and governance, as well as, economic growth strategies to address the most deleterious symptoms of the increased violence. In the medium term, USAID will continue to support objectives that promote a resumption of the peace process to resolve Sri Lanka's long standing conflict.

2. BACKGROUND

A detailed analysis description of the conflict in Sri Lanka can be found in the December 2006 Democracy and Governance Assessment (Section J). The purpose of this section is to highlight key issues relevant to this statement of work.

The cease-fire agreement between the Government of Sri Lanka (GSL) and the Liberation Tigers of Tamil Eelam (LTTE) was signed in February 2002 and although the agreement remains in effect, in practical terms the conflict has resumed with no prospects for negotiations in the future. Despite violations of the agreement by both sides, the relative peace experienced between 2002 and 2005 has disappeared. Since January 2006, more than 2,500 have been killed and more than 200,000 civilians displaced. As the formal conflict has escalated in the east, so have human rights abuses: disappearances and extra-judicial killings are commonplace and there has been an increase in the recruitment of children. The long standing conflict continues to overshadow problems of governance, economic inequality and law and order.

The election of President Mahinda Rajapakse has seen the implementation of a twin track strategy for the resolution of the conflict. The GSL has not formally withdrawn from the cease-fire agreement and continues to express its commitment to the peaceful resolution of the conflict and the negotiations process. In 2006, the parties did travel to Geneva on three occasions for talks. Not surprisingly, these brief meetings failed to progress beyond bellicose opening statements regarding the failure to abide by or implement the provisions of the cease-fire agreement. Neither party has been able to consider meaningful confidence building measures to establish a foundation for future negotiations.

In keeping with his government's stated commitment for a political solution to the conflict, President Rajapakse launched a multi-party initiative to formulate a political consensus for resolving the conflict. The President's All Party Conference has been plagued with difficulties; the Committee of Experts tasked with drafting a package of constitutional measures that would form the basis for a political solution failed to reach a consensus and finally issued three reports: one majority report, and two dissenting reports. Many commentators believe that initiatives in the political arena may be secondary to the military strategy currently being implemented by the government.

The escalating conflict in the east has seen outbreaks of ethnic violence with heightened tensions between all three communities. The city of Trincomalee is heavily militarized as the GSL seeks to maintain security in the most important military base in the east. Through June 2006, outright military activity was restrained but in August 2006, military operations escalated in response to the Mavil Aru incident - in late July 2006, the LTTE closed a sluice gate at Mavil Aru in the Eastern province, a decision that adversely affected farmers in Sinhalese dominated areas of the Trincomalee district. The LTTE maintained their action was in response to the lack of water for Tamil farmers in the region - possibly those in LTTE controlled areas - but their actions provoked a military response that has spiraled into the current campaign in the east.

The Army's reopening of the Mavil Aru sluice gate and their recapture of Muttur town precipitated a return to conflict in the Jaffna peninsula; a suspension of civilian flights and more broadly, a worsening humanitarian crisis in the north and east. The A9 highway to Jaffna remains closed and humanitarian supplies have to be transported by sea.

The operating environment for domestic and international civil society organizations, particularly, non governmental organizations, has become more restrictive and in many cases hostile. Stringent regulations imposed by the GSL for the registration of non governmental organizations (NGO) and their expatriate personnel; tighter restrictions for humanitarian access, particularly in conflict affected areas, and the all too common vilification of pro-peace and humanitarian organizations in the media, fuels the repressive atmosphere. The murder of 17 Action Contre la Faim workers in Muttur and other attacks on workers from NGOs and international organizations has led many to withdraw their staff to Colombo.

On January 15th, 2007, the Sri Lanka army captured the eastern town of Vakaraai. This suggests that the Sri Lanka military will assert control over the Eastern province, re-asserting the balance of power between the parties that existed prior to the cease-fire agreement.

The military victories in the East have to be accompanied by the political consolidation of the east. On October 16th 2006, the Supreme Court ruled that the temporary merger of the Northern and Eastern provinces that followed the 1987 Indo-Lanka Accord was illegal. Following this decision, the GSL has begun to establish separate provincial administrations for a Northern Province and an Eastern province.

The process of political consolidation in the Eastern Province may result in elections for a provincial council. This presents a particular challenge; as a result of the on-going military campaign there are significant numbers of internally displaced persons - the Tamil and to a lesser extent, the Muslim communities being particularly affected.

Furthermore, the Karuna Group, a breakaway faction of the LTTE led by their former commander in the east Vinayagamoorthi Muralitharan alias "Colonel Karuna Amman", has been accused of the recruitment of child soldiers; extra-judicial killings; abductions, and restricting the freedom of expression by targeting journalists and preventing the distribution of newspapers. Elections in the east will present the group's political wing – the Tamil Makkal Viduthulai Puligal (TMVP), an opportunity to complement their military gains over the pro- LTTE factions with political representation. The existing political competition between Tamil parties in the east raises a particular challenge. The Tamil National Alliance (TNA), the largest political coalition representing the Tamil community opposes the de-merger of the two provinces and they may boycott any future election for an Eastern provincial Council. Whatever their decision, the TVMP may be presented with a significant opportunity to build upon the Karuna Group's military gains and establish a permanent political presence in the east.

During the history of Sri Lanka's conflict, the rights and needs of the Muslim community, particularly those in the north and east have been neglected. They are constantly vulnerable to the conflict dynamics played out by the GSL and the LTTE and suffer from a fragmented political leadership, weakening an already marginal voice in the broader polity.

The districts of the North Central province are Sinhalese dominated. Data from the USAID funded Knowledge, Attitudes and Perception (KAP) surveys show a high percentage of respondents from these districts levels displaying skepticism and even outright opposition to elements of the 2002-2004 peace process. It has been observed that there is increasing support for Sinhalese nationalist positions amongst the electorate in this region. This is being reflected in national trends, a recent survey showed an increase in support amongst the Sinhalese for a military solution to the conflict from 7 percent in 2005 to 20 percent in 2006.

Numerous assessments of the Sri Lanka conflict maintain that the conflict and the state of democracy are directly linked. The conflict has become more than an institution; it is the norm, affecting the state and the economy through – violence, the alienation seen between ethnic and political groups; the cost to the economy and the associated lack of economic development and the rise of extremism and nationalist voices.

3. CURRENT USAID SRI LANKA CONFLICT RESPONSE, DEMOCRACY AND GOVERNANCE PORTFOLIO

The Academy for Educational Development (AED) is currently implementing phase three of the Sri Lanka Peace Support Project that began in May 2002, shortly after the cease-fire agreement came into effect. Originally designed to support the needs of the newly created Secretariat for Coordinating the Peace Process (SCOPP), the program expanded to implement an integrated strategy designed to support activities at three tracks of the peace process. In light of the failure by the primary parties to achieve any significant progress at the track 1 negotiations, the projects most significant achievements are at the track two and track three levels. In particular, the Peoples Forum Initiative has provided an opportunity for communities to take ownership of local development needs, and many of the more active fora have been able to engage on political issues and peace-building. The project supports the Peace Secretariat for Muslims, including their five regional offices. The secretariat will provide an opportunity for the collective voice of an important but marginalized conflict affected community to be heard. Finally, the project has supported the Knowledge, Attitudes and Perceptions (KAP) survey that studied the nature, and dynamics of public attitudes to the peace process. The survey has been used to educate donors, political actors and members of civil society to understand the public's views on conflict so that specific proposals and overall peace agreements can be tested, with the goal that specific agreements and options receive increased levels of public support. Further information on this project can be obtained from AED's website www.aed.lk

In December 2004, shortly before the tsunami, USAID Sri Lanka made an award to the Asia Foundation and the International City and County Managers Association to implement the Transparent and Accountable Local Governance Program (TALG). In the aftermath of the tsunami, the program expanded its support to 35 local government partners (Municipal Councils, Urban Councils and Pradeshiya Sabhas) in six provinces, with 22 partners in tsunami affected districts in the Southern and Eastern provinces. The program is building the capacity of local authorities in four broad areas: local development planning; financial management; service delivery and community participation. The program has made progress to empower local authorities to address local needs and thereby address root causes of the conflict, demonstrating that decentralized structures can bring tangible benefits to citizens. Further information on this project can be found on the Asia Foundation website: http://www.asiafoundation.org/Locations/srilanka_projects.html

A database of peace building projects implemented by civil society organizations is maintained by a GTZ and Department for International Development funded project: Facilitating Local Initiatives in Conflict Transformation (FLICT). Contractors may wish to contact FLICT to discuss access to this database. The website is www.flict.org.

4. TECHNICAL SUMMARY

The USAID Sri Lanka conflict response program will utilize a variety of programmatic tools to respond to the escalating conflict in the country. The statement of work requires the contractor to implement an integrated strategy, both within the variety of elements of the RIGHTS program and in coordination with the USAID mission's PEACE program issued by its economic growth program – Request for Proposal (RFP). Program coordination should not be viewed as a utopian goal, often discussed but rarely achieved. All relevant material for both solicitations may be found at <http://www.usaid.gov/in/> under the “Working with us” sublink.

The RIGHTS program will support two areas identified by the United States Government's (USG) Foreign Assistance Framework: (a) Peace and Security and (b) Governing Justly and Democratically. The program under the peace and security objective will address conflict mitigation and reconciliation elements and the Governing Justly and Democratically objective will address the following elements: Rule of Law and Human Rights, Local Government and Decentralization, Civil Society and Media.

The statement of work has compartmentalized the Foreign Assistance Framework into four activity areas: human rights, local governance, conflict mitigation and reconciliation and media. The four activity areas will engage with populations that are most at risk, with a regional emphasis in the North Central and Eastern Provinces. However, many conflict response strategies in the regions must be complemented with activities with a national focus. In the design and implementation of the RIGHTS program, the contractor must adhere to the programming principles outlined below:

5. PROGRAMMING PRINCIPLES AND TECHNICAL GUIDANCE

The contractor must adhere to the following programming principles in the design and implementation of this program:

- (a) The program will address the needs of populations that are most at risk from the on-going conflict in Sri Lanka. The term population can be defined based on, among other things: sector, ethnicity or geographical location;
- (b) The contractor will establish and maintain two field offices in or near to the conflict affected regions in the north and east. The offices will be located in Trincomalee and Ampara;
- (c) The Deputy Chief of Party will operate from the Trincomalee field office.
- (d) The RIGHTS program must achieve and be seen to achieve a balance of support between all ethnic groups;
- (e) By definition, the program will have a regional focus, however, many fundamental democracy and governance problems emanate from the center and will require a program design with a national strategy;
- (f) Avoid activities that serve to legitimize bodies with a compromised legal status or that have a questionable adherence to democratic principles;
- (g) Integrate program elements within the RIGHTS program and with the Mission's economic growth program;
- (h) Given Sri Lanka's on-going conflict, the operating environment is fluid and this requires the monitoring of conflict, democracy and governance variables, which may lead to adjustments in the program strategy; and
- (i) It is anticipated that no more than twenty percent of the RIGHTS program budget will be allocated for the small grants program.

The RIGHTS program will achieve the following four objectives:

1. Improve human security in conflict affected regions;
2. Increase a secure space for political discourse and public dialogue;
3. Strengthen conflict mitigation and reconciliation mechanisms in conflict affected populations; and,
4. Enhance accountability in local governance.

Offerors should note that the list of organizations, both government and civil society, referred to in this Request for Proposals is not exhaustive. Offerors are at liberty to recommend other institutions as potential partners so long as the proposed technical approach complies with the goals and objectives contained in this Statement of Work. Based on these objectives, the RIGHTS program will implement the following components that are described in detail below:

6. PROGRAM COMPONENTS

Component 1: Improved Human Security in Conflict Affected Regions

This component will strengthen human security in conflict strategic and conflict affected regions by increasing respect for human rights; support data gathering mechanisms, and provide greater protection for journalists and civil rights activists. The expected outputs of this component are: increased international and local information and knowledge about human rights violations; increased support to and capacity building for human rights organizations; improved coordination between national and regional institutions seeking to improve human security, and greater protection for journalists and civil rights activists.

Sub-Component 1.1: *Strengthen the National Human Rights Commission (NHRC) regional offices by building up their research, investigation and reporting functions, particularly in the north and east. The expected outcome of Activity 1.1 is the strengthened capacity of the NHRC regional offices' ability to respond effectively to human right abuses and protect the rights of vulnerable populations. The purpose of this sub-component is to provide short term resources to human rights advocates in the field. Select NHRC field personnel have demonstrated a significant commitment to the protection of human rights. Given the NHRC's mandate it appropriate to support their primary field based personnel. However, given the controversy surrounding the appointment of the national commissioners, support under sub-component one is a short term intervention. A longer term strategy to support the NHRC can be considered once the Constitutional Council is fully functional. To achieve this outcome, the contractor will implement the following illustrative activities:*

- 1.1.1 Conduct an assessment of the existing capacity, resource deficiencies and workload of each of the targeted Human Rights Commission’s regional offices and a priority list for offices to be strengthened;
- 1.1.2 Develop a component work plan that will be reviewed on a quarterly basis in collaboration with USAID;
- 1.1.3 Build capacity in targeted Human Rights Commission regional offices by implementing training strategies and technical assistance in the following areas: human rights advocacy, coordination with regional civil society organizations; conducting inquiries; reporting of human rights abuses and allegations of violations; coordination with government agencies, and case management;
- 1.1.4 Establish sustainable coordination mechanisms for the regional offices and their counterparts from civil society organizations in the district;
- 1.1.5 Develop strategies to provide technical assistance, training and program support to regional offices that lack “institutional will” to engage in primary component activities; and,
- 1.1.6 Monitor information on reported human rights violations to assess the risk of conflict or civil crisis in regional areas.

Sub Component 1.2: *Improve and strengthen a national mechanism to collect data on human rights violations. The expected outcome of Sub-Component 1.2 is an improved and strengthened national mechanism to collect data on human rights violations. This will involve identifying an appropriate host institution for such a database; providing assistance to establish consistency in reporting; maintain accurate records on the numbers and types of complaints; gathering data from other protection agencies, and cross-checking complaints to reduce duplicative counts. The activity will assist the host institution to develop viable dissemination strategies, both domestic and internationally, including timely reporting. Wherever possible, the offeror should identify an appropriate indigenous institution that is capable of designing, installing and maintaining an information technology system for this database. The contractor will implement the following illustrative activities:*

- 1.2.1 Conduct a detailed assessment of potential host institutions for a national database on human rights violations;
- 1.2.2 Develop an initial component work plan and review the work plan as required;
- 1.2.3 Identify an indigenous institution to design, install and maintain the operating system for the database that will maintain the highest standards of data protection;
- 1.2.4 Implement a capacity building program for the host institution prior to the installation of the database;
- 1.2.5 Provide technical assistance and training strategies in the following areas: reliable data collection; processing data correctly including cross-checking for duplication; ensuring security of data; use of equipment; and reporting.
- 1.2.6 Purchase and install equipment to upgrade or establish a database and any supporting networks;
- 1.2.7 Develop a data collection plan with host institution, civil society organizations, protection and human rights organizations and community based organizations to ensure a comprehensive and reliable gathering of data from a broad set of organizations; and,
- 1.2.8 Ensure the database is established within nine months of project start up.

Sub-Component 1.3: *Provide institutional support to: (a) national and regional institutions and civil society organizations with an existing human rights mandate and (b) identify and support the engagement of regional institutions, civil society networks and other organizations that have yet to engage in human rights advocacy, monitoring and protection programming. The contractor’s proposal should include an analysis of traditional civil society organizations, other than the “usual” non-governmental organizations, that can be engaged in human rights and protection advocacy. In addition, provide support for programming to address protection issues faced by media professionals and others employed by media outlets. To achieve this outcome, the contractor will implement the following illustrative activities:*

- 1.3.1 Conduct a detailed assessment of the capacity and existing programs implemented by national and regional human rights, protection and advocacy institutions (including government departments) and civil society organizations. The assessment will serve as a tool to broaden the program’s support to the widest range of organizations with a willingness to work in the field of human rights;
- 1.3.2 Develop an initial component work plan and review the work plan on a quarterly basis with USAID and program partners;
- 1.3.3 Provide technical assistance and training for civil society organizations to enhance their capacity to: advocate for improved respect for human rights; monitor human rights cases, and provide advice and representation for victims of human rights violations;

1.3.4 Provide technical assistance, training and program support to civil society organizations that monitor court cases and other fora that serve to adjudicate on complaints of human rights violations.

1.3.5 Support training for lawyers and human rights advocates to upgrade their technical skills;

1.3.6 Provide technical assistance and training to organizations on public outreach strategies for awareness and education campaigns on human rights, including: the responsibilities of government officials and agencies, and where and how to register complaints;

1.3.7 Provide technical assistance and training to targeted government institutions to advocate for an increased respect for human rights and associated legal and policy reforms; and,

1.3.8 Provide support for programming to protect journalists nationwide. Programming may include support to journalist associations, establishing a formal system (consortium) for monitoring, documenting and acting on reports of harassment of journalists.

Component 2: Local Governance

Improve local governance in the North Central and Eastern provinces by empowering regional and local government in partnership with the community to address issues of governance as a root cause of the conflict. Building on lessons learned from current USAID local governance programs, the expected outcome of this component is to strengthen local governance in communities that are affected by conflict. To achieve this outcome, the contractor will implement the following illustrative activities:

Sub-Component 2.1

2.1.1 Conduct a detailed assessment of the Mission's current local government partners from the North Central and Eastern provinces to determine which partners can graduate from continued Mission support and identify potential new partners in these provinces;

2.1.2 Develop a component work plan with identified local government partners. The contractor may utilize some of the Mission's existing program partners as a foundation for the dissemination of best practices across the targeted regions. The work plan will be reviewed on a quarterly basis;

2.1.3 Provide technical assistance and training for local government partners in the North Central and Eastern provinces in the following areas: planning, budgeting, service delivery, participatory processes and information dissemination to citizens on key issues affecting the local community. Information dissemination should be in all three languages. In conflict affected areas, information dissemination may extend beyond core local government issues to include: human rights, responding to localized conflict and addressing the needs of vulnerable populations;

2.1.4 Strengthen the technical capacity of decentralized government institutions in the North Central and Eastern provinces to establish and maintain linkages with communities;

2.1.5 Provide language training in Tamil or Sinhala to targeted provincial and local government officials;

2.1.6 Provide training and technical assistance to strategic groups of regional government officials to promote the replication of best practices in local government management throughout the regions and advocate for policy reform at the national level. Strategic groups may include but are not limited to: Commissioners and Assistant Commissioners of Local Government;

2.1.7 Coordinate community development plans with the USAID Economic Growth program's contractor to ensure small grant funding for social and economic development programs in partner local authorities; and,

2.1.8 Support the Sri Lanka chapter of Transparency International that has a five year strategic plan to implement programs to combat corruption. An integral component in this strategy is monitoring and analyzing the central government's budget process, with particular emphasis on expenditure on key service delivery areas; defense and flagship development projects.

Component 3: Strengthened Conflict Mitigation and Peace Building Mechanisms

Under this component, the contractor will strengthen and support community based and broader national peace initiatives. Building on current USAID programming this component will strengthen the existing strategy for community based initiatives and establish a presence in new locations in the North Central and Eastern provinces. In light of the escalating conflict, these initiatives in conflict prone regions serve to contain localized violence and promote co-existence; a foundation for future reconciliation. The second sub-component, serves to build on USAID's current investments by strengthening key national peace mechanisms, primarily, the Peace secretariat for Muslims.

Finally, the third sub-component will achieve three goals: the first, provide accurate information on public knowledge and perception of the conflict; second, provide the contractor and USAID with an important planning tool to ensure the Mission's response to Sri Lanka's on-going conflict is both strategic and appropriate to the needs in the country, and third, engage with and support a broad range of civil society organizations that have yet to participate in pro-peace activities.

Sub-Component 3.1: Strengthen existing community based initiatives and implement the program in new locations in targeted regions. These initiatives will target multi-ethnic and conflict affected communities to promote peace-building and reconciliation programming using a variety of strategies, including but not limited to: engaging with regional and local government, economic growth and rural development programming. The successful implementation of this sub-component requires a significant degree of integration with technical elements of the rights program and coordinated support from the Mission's economic growth program. To achieve this outcome, the contractor will implement the following illustrative activities:

- 3.1.1 Conduct a detailed assessment of current community consultation initiatives and identify new communities where such fora should be established;
- 3.1.2 Develop an initial component work plan and review the work plan as needed, initially quarterly and after one year, at least on a semi-annual basis;
- 3.1.3 Strengthen existing and establish new community consultation initiatives by providing training strategies and technical assistance in conflict resolution;
- 3.1.4 Build linkages between district and provincial level community consultation initiatives;
- 3.1.5 Build linkages between the community consultation initiatives, local governments, national and regional human rights and advocacy NGOs and the media;
- 3.1.6 Implement a small grant program to support community based activities that promote co-existence, reconciliation, monitor human rights, and establish conflict early warning systems; and,
- 3.1.7 Develop the capacity to plan for crises and emergencies at the local level by establishing the means for a rapid and effective community level response in the event of a crisis or conflict.

Sub-Component 3.2 Strengthen national peace mechanisms, primarily, the Peace Secretariat for Muslims. To achieve this outcome, the offeror will provide the following illustrative services:

- 3.2.1 Develop an initial component work plan for technical assistance and training for the secretariat staff from the national and regional offices;
- 3.2.2 Provide technical assistance and training programs for the Peace Secretariat for Muslims;
- 3.2.3 Establish linkages between the Secretariat and civil society organizations and community consultative fora in the Eastern province and other national and regional peace initiatives. In particular, emphasis should be placed on the ability of the regional offices to bridge the ethnic divide and engage with civil society organizations that represent the Sinhalese and Tamil communities in the Eastern province; and,
- 3.2.4 Establish a communications strategy for the Secretariat to advocate for a recognized role for the Muslim community in developing a peaceful resolution of the conflict.

Sub-Component 3.3 Support targeted civil society initiatives that increase awareness and participation in pro-peace initiatives. Targeted support will be provided for strategic civil society organizations that (a) gather information on public perceptions of the conflict and (b) engage civil society networks and organizations that have yet to engage in pro-peace initiatives.

- 3.3.1 Provide technical assistance and training to a selected indigenous survey organization to design the questionnaire for a Knowledge Attitudes and Perceptions (KAP) Survey on the conflict, democracy and governance issues in Sri Lanka;

3.3.2 Provide support to an indigenous survey organization to implement a KAP survey on the conflict and a future peace process.

3.3.3 Identify and support alternative civil society networks and organizations, particularly in conflict affected regions on conflict response and pro-peace initiatives; and,

3.3.4 Establish linkages between partners identified in element 3.3.3 and in sub-components 2.1 and 3.1 with activities implemented by the Economic Growth program.

Component 4: Media

The outcome of this component is to keep political space open for alternative points of view on governance and democracy issues and raise awareness of human rights and conflict issues.

SUB-COMPONENT 4.1 STRENGTHEN AND INCREASE DISSEMINATION OF INFORMATION, AND EXPAND THE DEBATE ON CRITICAL GOVERNANCE, CONFLICT AND HUMAN RIGHTS ISSUES. TO ACHIEVE THIS OUTCOME, THE CONTRACTOR WILL PROVIDE THE FOLLOWING ILLUSTRATIVE SERVICES:

4.1.1 Conduct a detailed assessment of targeted regional organizations for media programming. Emphasis should be placed on local media outlets and creative strategies to promote an alternative media methodology utilizing pre-existing networks in the North Central and Eastern provinces;

4.1.2 Develop an initial component work plan;

4.1.3 Provide training and support for print and radio journalist to improve reporting skills. The training should target gathering and disseminating information on key issues such as needed national reforms, local governance issues and human rights violations. It is essential that any training be accompanied by support for the publication of the reports especially in conflict affected areas that lack reliable and timely information;

4.1.4 Establish and support a national award program for regional journalists supported by the broader United States Mission in Sri Lanka. The awards will be coordinated through USAID and the Public Affairs Office; and,

4.1.5 Develop programming for local radio stations on regional implications of proposed and needed constitutional changes, human rights, peace and other governance issues.

7. IMPLEMENTATION STRATEGY

7.1. GEOGRAPHICAL COVERAGE

In addition to working nationally, this program will target two provinces: North Central and Eastern provinces. Within these two provinces, the programs should focus on 2-4 on districts. The final decision of the contractor's sub-regional program locations will be made by the USAID CTO. One key factor will be ensuring coordination with the implementation of USAID's Economic Growth "PEACE" program. The proposed geographic focus will enable USAID to:

- Maintain a presence in conflict affected districts where human rights violations are relatively high;
- Obtain first-hand information about the program needs in conflict affected districts;
- Implement a program strategy that demonstrates a balance between ethnic groups;
- Build on targeted elements of USAID's current programs, and
- Find an effective way to link, both in theory and practice, the four program areas highlighted in this statement of work: human rights, peace building, media and governance.

7.2. INTEGRATED PROGRAMMING

The RIGHTS program is one of two key components in USAID's strategy designed to respond to the conflict in Sri Lanka. This statement of work envisages a program designed to integrate three technical approaches: peace-building, democracy and governance, and a participatory small grants component.

These approaches cannot be viewed through a narrow technical lens; at the community level, perceived economic, humanitarian and development needs can serve as a platform to promote co-existence and mitigate conflict. In designing their technical response to this statement of work, contractors must be cognizant of the Mission's economic growth programs including that announced under RFI #383-07-02 and establish credible strategy that creates linkages between the two programs. USAID has designed two complementary statements of work for the programs as part of one broad strategic approach by the Mission.

7.2.1 Cross Cutting Issues:

Offerors should consider the following examples of possible linkages between the RIGHTS and the Economic Growth program:

- a) Conflict mitigation and peace building activities that support community consultative mechanisms will develop local action plans that may identify small scale economic growth; workforce development, and micro-finance projects that serve as a platform for more specific objectives under the RIGHTS program.
- b) The RIGHTS program will support local government capacity building, with an emphasis on: financial management, service delivery, and participatory planning to increase accountability and transparency. In all these areas, linkages with citizen groups, traders associations, regional chambers of commerce serve to ground these technical assistance and training programs in the reality of the local economy.
- c) Under Component 3 of the technical outline: Conflict Mitigation and Peace Building Mechanisms, the RIGHTS program may support a national alliance of regional Chambers of Commerce to engage the private sector; promoting the role of the business community in supporting the peaceful resolution of the conflict. Many of these regional chambers suffer from a lack of capacity to engage with national institutions, both within the government, civil society and the private sector. Beyond the world of non governmental organizations, many civil society organizations such as, the chambers and the cooperative societies often suffer from a lack of inclusivity.

Promoting inter-ethnic linkages and collaboration between such civil society organizations can begin a process of reconciliation. The contractor should consider these and other organizations and networks for support under the small grants component of the RIGHTS program.

- d) Public – Private partnerships are an important element of USAID's conflict response strategy. Such partnerships are often more obvious within the scope of economic growth programming. Nevertheless, promoting such partnerships with the private sector both at the regional and national level should be part of the RIGHTS program's strategy to sustain support for conflict response programs.
- e) The contractor implementing the RIGHTS program will be required to develop a training module on peace-building and reconciliation that will be used as a component of the life skills training provided by the Mission's workforce development program. The life skills training package places an emphasis on: information technology, English language, and problem solving skills to enable the trainees to become more competitive in the job market. Young adults and youth who have participated in this program may also participate in exchange programs between conflict affected (e.g. North Central and Eastern provinces) and conflict strategic regions (e.g. Southern province).

7.3. CRISIS MODIFIER

Given political and security developments in Sri Lanka as well the country's vulnerability to natural and man-made disaster, USAID/Sri Lanka is developing a scenario-based crisis modifier.

This proposed scenario-based plan is an outgrowth of USAID/Sri Lanka's experience and lessons-learned from implementing programs in Sri Lanka during the periods of conflict and natural disaster. Described below are the critical assumptions and the triggers that will cause movement to a crisis modifier strategy.

In Sri Lanka there is potential for increased violence and conflict resulting in a restrictive enabling environment caused by:

- Increased military or LTTE strikes resulting in a deteriorating human security environment;
- Increased in humanitarian crises caused by man made or natural disasters;
- Increased human rights violations;
- Shrinking space for public political discourse and dialogue and targeting of media professionals;
- Worsening economic indices leading to political instability and increased conflict; and
- Localized conflict and grievances associated with increased internal displacement of civilian populations.

Given the proposed program's field based approach, USAID anticipates an enabling environment characterized by: (a) the ability of USAID's primary implementing partners to work in the designated regional programming areas, and (b) the safety of those personnel who implement and participate in projects.

7.3.1 The Crisis Scenario: This anticipates the need to redirect resources in the event of a humanitarian crisis or a worsening security environment. USAID, in collaboration with the broader United States Mission and our partners will develop a description of "trigger events" that will necessitate a special review of the USAID program, and, if appropriate, a revision of the program strategy. The form of intervention under this line item will not duplicate the humanitarian assistance type of intervention that traditionally is the domain of USAID's Office of Foreign Disaster Assistance. The contractor in coordination with USAID/Sri Lanka will monitor these indicators. The decision to trigger the Crisis Modifier will ultimately be that of USAID.

The contractor should be prepared to demonstrate to USAID their ability to respond relatively quickly, in a variety of ways, in situations of escalating conflict.

The contractor must establish a budget line item of no more than United States \$ 300,000 as a contract line item to respond to a future crisis. The decision to access funds from this contract line time will require prior written approval of the Cognizant Technical Officer for this award.

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.

D.2 MARKING REQUIREMENTS FOR ACQUISITION AWARDS

This branding web page provides guidance for all USAID funded acquisition awards. It contains an electronic version of the [Graphic Standards Manual](#) for the United States Agency for International Development (USAID). This manual is compulsory for all Agency employees and contractors producing communications and program materials funded by USAID. Print copies of the manual were distributed to Agency bureaus and missions. Contractors should [download a copy](#) from this site click link

<http://www.usaid.gov/branding/acquisition.html>.

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 Mission
44 Galle Road
Colombo 3
Sri Lanka

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.

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

- a) Within 60 days of the effective date of the contract the contractor must have the annual work plan approved by the USAID CTO.
- b) Within 60 days of the effective date of the contract all managerial and technical staff are hired, and, where appropriate deployed in the established field offices.
- c) Within 90 days of the effective date of the contract, the contractor has an operational field office in one of the targeted regions identified in this Statement of Work.
- d) Within 60 days of the effective date of the contract, the contractor has integrated the Award Monitoring Plan into the Performance Monitoring Plan for the program. The data quality analysis for the PMP must be completed within 90 days of the effective date of the contract.

F.3 PERIOD OF PERFORMANCE

The base period of performance for the contract is from on or about October 1, 2007 until September 30, 2010. The period of performance for option periods, if any, is:

OPTION PERIOD 1 October 1, 2010 through September 30, 2011
 OPTION PERIOD 2 October 1, 2011 through September 30, 2012

F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section F.2 and the content in F.6, toward 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:

The Contractor is required to submit progress reports as specified in Section F.6.

F.6 REPORTING REQUIREMENTS

- e) The contractor will submit detailed quarterly reports to USAID within 30 days of the completion of the preceding quarter. The reports will include a detailed report on progress achieved in relation to the targets established in the Performance Monitoring Plan.
- f) The contractor will conduct an annual conflict and democracy and governance assessment in Sri Lanka to ensure that programmatic responses address the priority issues that stem from the on-going conflict. The December 2006 assessment (www.usaid.gov/in/ under “Working with us”) will form an important baseline for this deliverable.
- g) The Contractor must submit an annual progress report within 60 days of the end of each United States Federal Government fiscal year (e.g. September 30).
- h) A final report will be submitted to USAID within 60 days of the completion date of this 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 (CoP)
	Deputy Chief of Party (DCoP)

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 and sub-contracting firms shall be made by the Contractor without the written consent of the Contracting Officer.

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
US Agency for International Development (USAID)
American Embassy, West Building
Shanti Path, Chanakya Puri, New Delhi-110 021
India
Email: IndiaRCO@usaid.gov

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer for the contract will be indicated in a separate CTO Designation Letter. The CTO is located at

US Agency for International Development (USAID) Mission
44 Galle Road
Colombo 3
Sri Lanka

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

USAID/India
Regional Financial Management Office (RFMO)
9000 New Delhi Place
Washington, DC 20521-9000

G.6 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal:

Operating Unit:

Strategic Objective:

Team/Division:

Benefiting Geo Area:

Object Class:

Amount Obligated:

G.7 FEE PAYMENT PLAN

(a) Payment of Fee

Subject to the withholding provision of the contract clause entitled “Fixed Fee” (FAR 52.216-8), the fee, if any, specified in Section B shall be paid in installments at the time of each payment on account of allowable cost, the amount of each such installment being determined by applying to the amount payable as allowable cost a percentage reflecting the ratio of the total contract base fee to the total contract estimated costs.

In the event of discontinuance of the work in accordance with the clause of the contract entitled “Termination” (FAR 52.249-6), the base fee shall be redetermined by mutual agreement equitably to reflect the reduction in the work actually performed. The amount by which base fee is less than, or exceeds payments previously made on account of the base fee shall be paid to, or repaid by the contractor, as applicable.

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 (JAN 2004)**(a) Contract Reports and Information/Intellectual Products.**

(1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) 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. 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 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 DEC an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements.

(1) Distribution. (i) At the same time submission is made to the CTO, the contractor shall submit, one copy each, of 3 contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in either electronic (preferred) or paper form to one of the following: (A) Via E-mail: docsubmit@dec.cdie.org ; (B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA; (C) Via Fax: (301) 588-7787; or (D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home> .

(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 DEC, within 30 days after completion of the contract to one of 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 USAID 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 report in paper form 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 paper copy.

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, and Portable Document Format (PDF). Submission in PDF 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 9.0 or Acrobat Version 5.0.

(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 Contractors]

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 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 to ensure compliance with these Executive Orders and laws. This provision must be included in all sub-awards issued under this contract.

H.12 REPORTING OF FOREIGN TAXES

(a) Final Reports. The Contractor must one report annual final report by April 16 for the previous USG fiscal 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 October 1, 2002 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 reporting period in (iv) regardless of when the foreign tax was assessed. (vii) Reports are required even if the contractor/recipient did not pay any taxes during the report period. (viii) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause: (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements. (ii) "Commodity" means any material, article, supply, goods, or equipment. (iii) "Foreign government" includes 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 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause-- United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island. (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments. For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number: National Labor Relations Board Division of Information 1099 14th Street, N.W. Washington, DC 20570 1-866-667-6572 1-866-316-6572 (TTY) To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor. (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law. (e) The requirement to post the employee notice in paragraph (b) does not apply to-- (1) Contractors and subcontractors that employ fewer than 15 persons; (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees; (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements; (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-- (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States. (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of

Federal Contract Compliance Programs; (2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster. (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

H.14 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.

H.15 SUB AWARD APPROVAL FORMAT

All sub-award documents must be submitted to the USAID CTO for approval and written approval obtained prior to actual award, regardless of amount. Each sub-award approval request submitted must be in the following format:

- 1) Executive Summary
- 2) Program Description
- 3) Goals and Objectives and Results to be Achieved
- 4) Target Audience and Geographic Focus
- 5) Technical Approach
- 6) Management Plan
- 7) Implementation Schedule
- 8) Qualifications, experience and past performance of institutions proposed
- 9) Budget
- 10) A Performance, Monitoring and Evaluation Plan for the sub-award

The program description must include a clear description of the conceptual approach and general strategy (i.e. methodology and techniques) being proposed and should outline specific focused activities and explain how the proposed approach is expected to achieve the anticipated results. Contractors are encouraged to proposed innovative sub-grantee programs designed to achieve the desired results. Specifically, results should be defined in relation to how they will contribute to the goals of the RIGHTS program.

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	SEPT 2006
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	SEPT 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
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
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR 1984
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999

SECTION I

52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
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 ALTERNATE II	SEP 2006
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	FEB 2006
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA---GENERAL	JUN 1987
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
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
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	JUL 2002
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	APR 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	SEPT 2006
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	MAY 2004
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-63	PREFERNCE FOR U.S. --FLAG AIR CARRIERS	JUN 2003
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR Chapter 7

752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	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 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

I.4 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.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/>

AIDAR Clause 752.242-70 Periodic Progress Reports

See Contract Information Bulletin (CIB) 98-21.

I.8 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS

Prior written approval by the Contracting Officer or Cognizant Technical Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the CTO an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin and destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than 14 days before travel is planned to commence. The CTO's prior written approval may be in the form of an email, letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least 7 calendar days prior to commencement of approved international travel, the Contractor shall notify the CTO 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.

I.10 52.229-8 TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

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

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

(End of clause)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
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		
	http://www.usaid.gov/in/working_with_us/grant_opportunity.htm		
ATTACHMENT 6	NEW DG ASSESSMENT		
	http://www.usaid.gov/in/working_with_us/grant_opportunity.htm		
ATTACHMENT 7	FY 2006 ANNUAL REPORT JANUARY 2006-REDACTED WITH MISSION		
	http://www.usaid.gov/in/working_with_us/grant_opportunity.htm		
ATTACHMENT 8	USAID SRI LANKA ALLIANCE-BUILDING STRATEGY		
	http://www.usaid.gov/in/working_with_us/grant_opportunity.htm		
ATTACHMENT 9	RIGHTS-POWER POINT FOR THE PRE-SOLICIATION CONFERENCE		
	http://www.usaid.gov/in/working_with_us/grant_opportunity.htm		
ATTACHMENT 10	FINAL LIST OF PARTICIPANTS		
	http://www.usaid.gov/in/working_with_us/grant_opportunity.htm		

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

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 [RESERVED]

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 _____

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 CONTRACT AWARD AND TYPE

The solicitation is expected to result in one or more contract award. The contract type is anticipated to be a cost plus fixed fee (CPFF).

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)

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: IndiaRCO@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 40 pages total. 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 per person], table summarizing qualifications of proposed personnel, and past performance report forms) are not included in the page limitation. The project implementation plan is included in the page limitation. Again, the maximum number of pages is 40.
- (d) The technical proposal should, at a minimum, include the following:

1. "Technical approach"

The technical proposal will be the most important item for consideration in selection for award of this proposed contract. The technical proposal will provide a full description of the proposed approach to and the resources that the offeror will bring to bear on the program described in Section C. In particular, the offeror should display its vision for the implementation of an integrated conflict response strategy that utilizes peace-building, democracy and governance tools. The technical proposal will include:

- a) specifying the composition and organizational structure of the entire project team, including: home office (US) support, if any, and the Colombo and field offices. Offerors must include a description of each staff member's role and technical expertise;
- b) an Award Monitoring Plan (not to exceed ten pages).

As part of its proposal, Offerors must submit an illustrative Award Monitoring Plan (AMP) for USAID's review. Monitoring and evaluation of performance and impact will be an on-going, collaborative process with the participation of the contractor, USAID and other partners. The design and implementation of a comprehensive Award Monitoring Plan

(AMP), that includes but will not be limited to, reporting on the Foreign Assistance Coordination and Tracking System (FACTS) indicators, will be an integral part of this contract.

The AMP must be subjected to rigorous data quality analysis and independent measurement of the impact for each specific indicator and client satisfaction. The comprehensive Performance Monitoring Plan (PMP) will be developed and baseline data gathered within 60 days of the signing of the contract. The final PMP will be negotiated with USAID as part of the approval of the first annual implementation plan.

Wherever required, the data collected for each indicator must be disaggregated by gender and ethnic group.

The AMP will include but shall not be limited to the following indicators:

(a) Human Rights:

Indicator # 1: Number of United States Government (USG) Supported national Human Rights Commissions and other Independent State Institutions Charged by Law with Protecting Human Rights that actively pursued allegations of human rights abuses during the year;

Indicator # 2: Number of Public Advocacy Campaigns on Human Rights supported with USG assistance; and,

Indicator # 3: Number of Domestic Human Rights NGOs receiving USG support.

(b) Local Government:

Indicator # 1: Number of Local Mechanisms Supported with USG Assistance for Citizens to Engage with their Sub-national Government;

Indicator # 2: Number of Individuals Who Received Training in Local Government or Decentralization;

(c) Public Sector Executive Function:

Indicator # 1: Number of Governmental and Non-Governmental Mechanisms Supported with USG Assistance for Oversight of the Executive Branch.

(d) Media:

Indicator # 1: Number of Non-State News Outlets Assisted;

Indicator # 2: Number of Journalists Trained; and,

Indicator # 3: Number of Media Civil Society Organizations and /Or support Institutions Strengthened.

(e) Peace and Reconciliation Processes:

Indicator # 1: Number of Community Based Reconciliation projects Completed with USG Assistance;

Indicator # 2: Number of Peace-building Structures Established or Strengthened with USG Assistance that Engage with Conflict Affected Citizens in Peace or Reconciliation Projects;

(f) Conflict Mitigation:

Indicator # 1: Number of Non-Governmental Constituencies Built or Strengthened with USG Assistance;

(g) Civil Society:

Indicator # 1: Number of USG Assisted Civil Society Organizations that Engage in Advocacy and Watchdog Functions; and,

Indicator # 2: Number of Participants in USG Funded Programs Supporting Participation and Inclusion of Traditionally Marginalized Ethnic Minority and/or religious minority groups.

The AMP is limited to ten pages and as a minimum must address the following:

- (h) A description of the contractor's established system for monitoring and evaluation of this particular AMP. This refers to:
- Organization-wide policies and procedures for monitoring and their relation to the AMP;
 - Organizational staffing and their expertise, roles and responsibilities and how these are to be used in this particular AMP, including the role of sub-recipients;
 - Automated and other methods used to gather, store, analyze and report on performance data;
 - Procedures for regular communication with USAID regarding the status of monitoring activities, including early notification of problems, and
 - Means of addressing a discovered lack of progress or success, the procedures for which, should focus on learning from mistakes, analyzing them, and ascertaining the reasons for missteps.
- (i) Information about all activities to be monitored under the AMP. The list of activities should be provided in a logical framework which:
- Links activities to contract results – both those dictated to be USAID in the solicitation and other complementary results contained in the contractor's approach;
 - Describes assumptions being made about the relationship of the activity to the contract result;
 - Identified indicators against which progress is being measured;
 - Describes methods used for monitoring;
 - Provides an illustrative schedule for discrete monitoring activities tied to the overall project work plan, and
 - Where appropriate the indicators must disaggregate data on the basis of gender and ethnicity; and
- c) a detailed Project Implementation Plan.

The contractor is required to submit a Project Implementation Plan (PIP) as part of their proposal. The PIP should not be more than five pages in length and must be submitted in a table format or as a Gant chart. The Project Implementation Plan must show when the Offeror's expects to deliver the key deliverables under the contract and how much time the Offeror intends to dedicate to start-up or design.

2. "Personnel"

Offerors are instructed to link the skills and experience of their proposed technical and managerial personnel to the program implementation strategies in their technical proposal. The technical proposal shall cross reference the proposed personnel's expertise, experience-level, and applicable regional experience. Evaluation will be based on the qualifications of the offeror's personnel as demonstrated by the relevance and relative depth of their formal education; experience; and their ability to deploy in time for the estimated start date for this contract.

The evaluation will be based on the mix of personnel proposed with more weight given to the qualifications of individuals for the key personnel positions proposed by the offeror. The offeror must supply a resume/CV, not to exceed three pages, for each proposed candidate for key and non-key positions.

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

- **Chief of Party (CoP)**
- **Deputy Chief of Party (DCoP)**

Key personnel should have extensive professional work experience in conflict affected countries. The offeror shall place a long term Chief of Party and Deputy Chief of Party to oversee and coordinate the contractor's technical assistance, training and small grants programs in Sri Lanka. The personnel described below, both expatriate and Sri Lankan are key

personnel. None of the key or non-key positions under the contract require possession of U.S. citizenship however the Chief of Party and Deputy Chief of Party must be non-Sri Lankan nationals.

- a) **The Chief of Party (CoP)** must have a strong background in the design and implementation of human rights programs. The CoP must have an advanced degree in law, political science, anthropology or conflict resolution; a qualification at the doctoral level is preferred. The proposed candidate must have a minimum of fifteen years experience in senior management positions of democracy and governance field. However, credit will be given for the number of years of experience as CoP. Knowledge of programming in conflict affected countries is essential. Knowledge and experience of program design and implementation of field based programs is an advantage.
- b) **The Deputy Chief of Party (DCoP)** must have an advanced degree in conflict resolution, political science or law. The proposed candidate must have a minimum of ten years experience with implementing conflict response programs; experience of broader democracy and governance field is an advantage. Experience in the management of field based programs is essential.

The following non-key positions are expected to be filled by host country personnel (Sri Lankan citizens). In all cases, fluency in English and Tamil or Sinhala is required. Qualified individuals fluent in English, Tamil and Sinhala are particularly advantageous. The contractor is required to describe the deployment of key host country personnel in the Colombo office and the two field offices. Offerors should ensure their position are logically linked to the proposed technical approach:

- c) **Senior Program Manager (Human Rights):** A degree in law and a minimum of fifteen years work experience in rule of law and human rights programming is required. Experience in the design and implementation of training programs for government officials and civil society organizations is essential. Work experience in the north and east of Sri Lanka is required. Fluency in Sinhala or Tamil is required.
- d) **Senior Program Manager (Peace-building and Civil Society):** An undergraduate degree in conflict studies, anthropology, political science or in a relevant field is required. A minimum of fifteen years work experience in peace building and conflict resolution programming is essential. In particular, experience of working on community based programs is essential. The proposed candidate must have a strong understanding of community mobilization strategies, and facilitation skills. Work experience in the north and east of Sri Lanka is required. Fluency in Sinhala or Tamil is required.
- e) **Senior Program Manager (Governance):** An undergraduate degree and a minimum of fifteen years work experience in governance programs is required. Experience in the design and implementation of training programs for local government officials and an understanding national level local government policy issues is a requirement. Work experience in the north and east of Sri Lanka is advantageous. Fluency in Sinhala or Tamil is required.
- f) **Senior Grant Manager:** An undergraduate degree in management or a related field or a professional qualification on accountancy is required. A minimum of three years experience in the management of US Federally funded grants is essential, including a broad range of grant mechanisms. Reporting the Chief of party, the proposed candidate must demonstrate leadership skills and show the ability to lead a team of three assistant grant managers. Leadership skills must include the ability to train and supervise the assistant grant managers. Fluency in Sinhala or Tamil is required.
- g) **Program Manager (Media) and Information Officer:** A minimum of ten years work experience in journalism and media programming. The proposed candidate must have the ability to multi-task and be responsible for media related activities and program related outreach products. Examples include: establish and maintain a project website; produce publicity materials, and manage media events.
- h) **Program Manager (Human Rights):** A degree in law and a minimum of ten years work experience in rule of law and human rights programming is required. Experience in the design and implementation of training

programs for government officials and civil society organizations is essential. Work experience in the north and east of Sri Lanka is required. Fluency in Sinhala or Tamil is required.

- i) **Program Manager (Peace-building and Civil Society):** An undergraduate degree in conflict studies, anthropology, political science or in a relevant field is required. A minimum of ten years work experience in peace building and conflict resolution programming is essential. Work experience in the north and east of Sri Lanka is required. Fluency in Sinhala or Tamil is required.

3. “Past performance”

The offeror will provide past performance reports for all: democracy, governance and conflict response programs undertaken in the last seven years. If projects are underway, the offeror is required to list the contact information of its previous and existing awards using the form in Section J (Contractor Performance Reports).

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.
4. The offeror shall provide the break-down of contract administration cost, grants administration cost and the technical assistance budget and should make all efforts to minimize the administration costs.

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 offeror actually uses 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)).

L.11 U.S. GOVERNMENT ESTIMATE

- a. The total estimated amount available is up to, but not exceeding, \$9,900,000 for the base period, and US\$2,000,000 for Option Period 1 and US\$2,000,000 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** with significant evaluation factor 'Technical Approach' being the most importance significant technical factor. The sub-factors 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 for

1. demonstrated grasp and understanding of the key technical Components stated in Section C;
2. demonstrated ability to identify creative, workable and timely program recommendations for the implementation of USAID's integrated response strategy described in Section C.
3. demonstrated reasonableness of the Project Implementation Plan.

B. Personnel:

Offerors will be evaluated for the qualifications and appropriateness of the individuals proposed for positions stated in Section L.7.d.2.

The subfactors include:

1. demonstrated professional qualifications, technical skill, and past experience of the Chief of Party (COP) and other personnel and the extent to which their skill sets will directly contribute to and enhance the requirement stated in Section C;
2. demonstrated relevancy contained in the organizational and staff plan and the level thereof given the technical approach (solution) and the requirement stated in Section C.;
3. demonstrated experience of the staff in integrating gender consideration into similar requirements.

C. Past Performance:

Offeror will be evaluated on: (a) the offeror's track record in deploying personnel proposed in their original proposals; and (b) the relevance of the offeror's past and current performance in the implementation of programs that show the offeror's capacity to successfully implement the RIGHTS program, including but not limited to, the size, scale, duration, nature and complexity, and geographic location(s).

(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 offeror's. 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
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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 _____

Authorized for Local Reproduction
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.: