

SOLICITATION NUMBER 383-07-EG1

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 exercise effective control over the implementation process – technical direction. For example, the Government proscribes the type and 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.

Potential offerors and other interested parties have until 1600 hours on June 14, 2007 (New Delhi time) to submit questions concerning this solicitation to the Contracting Officer for consideration.

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 1	PAGES 93
2. CONTRACT NUMBER	3. SOLICITATION NUMBER 383-07-EG1	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 06/1/2007	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY Regional Office of Acquisition and Assistance USAID/India 9000 New Delhi Place Washington D.C. 20521-9000			8. ADDRESS OFFER TO (If other than Item 7) Same as block 7			

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

SOLICITATION

9. Sealed offers in original and 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 **Refer to Section L.6** until **10am (India time)** local time **July 17, 2007**
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Marcus A. Johnson, Jr.	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS IndiaRCO@usaid.gov
		AREA CODE 91-11	NUMBER 24198000	EXT. 8796

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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	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

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

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

Building on earlier and ongoing Mission economic growth programs, the **CO**nnecting **RE**gional **E**conomies (**CORE**) seeks to address the disparity in economic development between the North and East and the rest of Sri Lanka. This disparity is a major driver of Sri Lanka’s ongoing ethnic conflict. CORE can help establish conditions conducive to a political solution to the conflict by fostering economic growth that addresses regional and socio-cultural inequities.

B.2 CONTRACT TYPE

This is a cost-plus fixed fee (CPFF) term 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 CLINs 0001 through 0003 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 (CLINs)

BASE PERIOD CLINs (Year 1 -3)

0001 – COMPONENT 1	Estimated Cost	\$ _____
0001a – Fee, if any		\$ _____
Subtotal (0001+0001a)	Unit Price	\$ _____
0002 – COMPONENT 2	Estimated Cost	\$ _____
0002a – Fee, if any		\$ _____
Subtotal (0002+0002a)	Unit Price	\$ _____
0003 - CRISIS MODIFIER	Estimated Cost	\$ _____
0003a – Fee, if any		\$ _____
Subtotal (0003+0003a)	Unit Price	\$ _____

(CLINs 0001 + 0002 + 0003) Ceiling Price	\$ _____
CLIN – OPTION PERIOD ONE (Year 4)	
0004 – COMPONENT 1 Estimated Cost	\$ _____
0004a – Fee, if any	\$ _____
Subtotal (0004+0004a) Unit Price	\$ _____
CLIN – OPTION PERIOD TWO (Year 5)	
0005 - COMPONENT 1 Estimated Cost	\$ _____
0005a – Fee, if any	\$ _____
Subtotal (0004+0004a) Unit 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.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**Project Title: COncecting Regional Economies (CORE) 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 humanitarian, 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

Building on the Mission's successful economic growth and humanitarian assistance portfolios, CORE seeks to address Sri Lanka's current economic growth issues through the lens of the deteriorating conflict environment in the country. While recognizing that the solution to Sri Lanka's conflict lies clearly in the political realm, USAID believes that economic growth programming can contribute to building social and economic security to help establish conditions conducive to a political solution.

Recent USAID assessments¹ conclude that inequitable distribution of economic development benefits have helped fuel the current conflict. To address these disparities and make a positive contribution to creating space for a political solution, the CORE project will seek to expand economic activity in and around the conflicted areas in Sri Lanka's North and East, and in conflict-strategic areas on the border of the conflict, such as Moneragala district and North-Central Province.

Over the past fifteen years USAID/Sri Lanka has assisted in the development of the country's agribusiness and services sectors through three main initiatives: TIPS, AgEnt (FY1992-2000) and The Competitiveness Program (FY 2001-2006). Each of these programs resulted in several successes, laying the groundwork for increased competitiveness of Sri Lanka's private sector.

AgEnt was a collaborative effort between USAID and Oregon State University with the purpose of generating employment and income growth through the development and expansion of private agro-based enterprises. The program resulted in:

- Increased capacity and production of over 400 agriculture-based enterprises through a series of capacity building training programs focused on new production technology, innovation, market development and business management.
- Stronger, more unified private agribusiness sector through the formation of the National Agribusiness Council, an organization comprised of 20 associations covering every sphere of agribusiness in the country.
- Introduction of over 300 new technologies, some of which include: protected (greenhouse) agro-production, vanilla production, and hybrid maize production

¹ USAID/Sri Lanka: Economic Growth and Conflict Assessment, 2006. It is attached in Section J for reference.

- Increased export sales by \$373 million per year through establishing 190 new markets for Sri Lankan commodities abroad
- Policy reform in trade and tariff fiscal policy, seed production and certification, importing new genetics for the livestock sector, and several other side policy issues

Building on these accomplishments, The Competitiveness Program (TCP) focused its efforts on eight main clusters: coir, rubber, gems and jewelry, ceramics, tourism, tea, spices and ICT. The project worked through Apex bodies made up of representatives from all sectors of the industry value chain. The accomplishments made in each cluster are outlined on the project's website <http://www.competitiveness.lk>; some of the highlights include:

- Initiating the Moneragala Rubber Development Program which, it is estimated, will increase rubber production by US\$70m per annum
- Establishing the Model Rainforest Ecolodge through mobilizing US\$2m in private funds to construct the Ecolodge.²
- Enabling the ceramics industry to negotiate energy cost discounts for bulk energy usage with Shell Gas leading to a savings of US\$500,000 per annum
- Developing a local color separator to upgrade the quality of Tea supplied to tea auctions
- Branding Ceylon Sapphire and mobilizing an investment of US\$1.35m to establish the Ceylon Sapphire Council
- Establishing a model Coir Research & Development Centre
- Promoting exports of Cinnamon by separating HS codes with Cassia and developing market linkages with U.S. and Mexican buyers
- Launching a Rapid IT Conversion Program

Since 2003, USAID Sri Lanka has also managed a Humanitarian Assistance (HA) Portfolio which provides improved social assistance to targeted vulnerable populations. Target groups under this strategy have included disabled citizens, children at risk of violence and negative impacts of institutionalization, torture survivors, people most at risk of HIV-AIDS and disaster/conflict-affected. Many of the programs under the HA Portfolio have been funded through the USAID Washington office which manages targeted congressional earmark funds, such as the Leahy War Victims Fund, Displaced Children and Orphan's Fund, and Victims of Torture Fund.

USAID Sri Lanka is currently in a transition between the prior strategy and a new strategy. In the new strategy, Humanitarian Assistance as a standalone portfolio will not exist, though the USAID Mission will continue to support vulnerable disaster and conflict affected populations through support from USAID's Office of Foreign Disaster Assistance.

A "household livelihoods" component (Component 1) below will be funded with funds from the prior Humanitarian Assistance (HA) portfolio, and represents the effective closeout of that programming platform. It is important for the contractor to note that while that a portion of funds contributing to Component 1 are unearmarked Developmental Assistance funds, there is a sizeable portion of funding (as quantified in Section L.9, b. "General," 5) from the Displaced Children and Orphans Fund – and as such there is a requirement for addressing support to children affected by conflict. Building on the Mission's HA activities to date Component 1 at page C-7 seeks to address Sri Lanka's critical negative impacts on the livelihoods of people living in conflict-affected regions of the country.

² This has since been spun off into its own project called the Alliance to Support Environment and Community through Ecotourism (SENCE)

Through CORE, the Mission envisions building on its long experience and comparative advantage gained by these three programs by continuing our humanitarian work to assist vulnerable households to establish viable livelihoods and our economic growth successes in private sector competitiveness, workforce development, economic revitalization via microenterprise, Global Development Alliances, and financial sector services such as credit guarantees utilizing USAID's Development Credit Authority.

To promote peace and equitable economic growth, USAID/Sri Lanka will pursue an approach that includes: (1) reaching out to vulnerable populations (i.e., children affected by conflict) in less developed regions; (2) building linkages between the center and the periphery to open lines of constructive communication and build economic ties between private sector actors; and (3) improving the competitiveness of economic sectors while ensuring benefits to groups in conflict-affected and –strategic areas which have been traditionally neglected. Addressing inequities has political implications and will require sensitivity to the tangible and intangible sources of conflict.

The policy environment in Sri Lanka plays a key role in constraining the prospects for economic growth in the north and eastern regions of the country, due to lagged reform in the key economic sectors (primarily agriculture) of those regions. The limited scope of market reform in key sectors, such as agriculture, has played a significant role in the sharp gaps in regional growth. Therefore, progress in reducing regional disparities will be enhanced if misperceptions that reforms will hurt the poor are addressed.

The economic development of Sri Lanka reflects the differential implementation of market reforms.³ The Western region has cut its poverty rate in half; meanwhile, lagging reforms in other sectors have kept the rest of the country predominantly rural, with stagnating incomes. Reforms in paddy cultivation, as well as policies to improve the marketability of agricultural products have been almost absent. Lack of reforms in land markets are also a key barrier, but are beyond the scope of this activity.

The geographic differential in the impact of growth is also notable. While growth in the western province has been pro-poor, growth in other regions has had much less of an impact on poverty, and in some areas, poverty has even increased, with low rates of growth. The differential cannot be explained solely by differentials in literacy or education. Differences in infrastructure, while also significant, are also not sufficient to explain such significant differentials. Remittances have also been a significant factor in easing the impact of the conflict on populations in the North and East, resulting in incomes that have remained roughly similar to those elsewhere outside the Western province.

Reforms, which have spurred development of the Western province, include those in manufacturing, trade, transport, telecom and financial services. By contrast, agricultural reforms that would have benefited the East and North have largely been absent. The Government's continued role in agricultural commodities, factor markets (land, labor), and the provision of economic infrastructure are a legacy of Sri Lanka's socialist traditions, and undermine the efficient functioning of those markets. Policies that distort the market include paddy land provision, fertilizer subsidies, and frequent changes in agricultural tariffs. Protectionist tariffs on rice keep farmers in low value crops, and farmers granted land under the Land Development Ordinance cannot use the land for collateral, lease or sell it. Sri Lanka has the most restrictive labor laws in Asia. They restrict firm growth, since they only apply to firms with more than 15 employees and make firing (and hence hiring) virtually impossible

Yet, beyond the Western province, there are significant opportunities for growth and investment if a reasonable policy environment supports them. Sri Lanka can build on its 25-year experience in tapping

³ Sri Lanka Development Forum: The Economy, Regional Disparities, and Global Opportunities. World Bank, January 12, 2007.

emerging global markets. The Government's development framework emphasizes the importance of the knowledge economy. For example, Sri Lanka has a welcoming business environment for off shoring business. Sri Lanka has a world class legal framework for ICT development and e-commerce that protects copyright and intellectual property. Cell phone growth has rapidly outpaced internet usage, but still remains underutilized in the conflict areas in the North and East (see <http://ppc.usaid.gov/esds/economy.cfm>). The significant weaknesses of the ICT sector include the relatively low level of English language skills, lack of connectivity outside the capital and the ongoing conflict. Long delays and complexity in the business registration process is also a significant factor.

Improving the skills, capacities and access to information of poor suppliers at the bottom of value chains is an important component of the CORE strategy. Workforce development activities are essential for youth and other vulnerable populations to even participate in economic activities. Research has shown that on-the-job training and training and technical assistance provided by value chain experts is most effective. CORE will use strategies for facilitating training by actors in the value chain.

3. OBJECTIVE

Building on earlier and ongoing Mission economic growth programs such as AgEnt, TIPS, Sri Lankan Tsunami Reconstruction Program, Accelerated Skills Acquisition Program (ASAP), The Competitive Initiative and its successor TCP, CORE seeks to address the disparity in economic development between the North and East and the rest of Sri Lanka. This disparity is a major driver of Sri Lanka's ongoing ethnic conflict. CORE can help establish conditions conducive to a political solution to the conflict by fostering economic growth that addresses regional and socio-cultural inequities.

To achieve this goal, CORE has five Components:

1. Support livelihood development for vulnerable populations at the household level, especially women and children in conflict-affected and –strategic areas. This component is envisioned as a first step in the process of restoring economic activity to war-torn populations, and will assist those most directly impacted by the escalating conflict in the north and east to participate in livelihood activities, such as creating their own small businesses, building towards their eventual participation in CORE value-chain development activities and access to new markets.
2. Promote the competitiveness of agriculturally based value chains⁴ that offer or have the potential to offer sources of income for traditionally neglected groups located in conflict-affected⁵ and –strategic areas⁶. The CORE proponents may also suggest other non-agricultural value chains.
3. Ensure that groups located in conflict-affected and -strategic areas benefit from participation in selected value chains. This will involve the promotion of win-win relationships between value chain actors. This will address power imbalances as well as equitable access to the resources needed to participate viably in selected value chains, i.e. finance, business services, infrastructure, and ICT (to improve access to markets, market information, business skills and other information on the “outside world.”)

⁴ Agri-based value chains include both farm and non-farm activities supporting a given value chain. Non-farm activities can include processing, transport, input suppliers, and service providers.

⁵ Conflict-affected areas are those places where populations have been directly affected by the ongoing ethnic conflict.

⁶ Conflict-strategic areas are typically on the border of active conflicts and/or harbor the conditions that led to the conflict in the first place, such as poverty and unemployment. These are areas such as North-Central Province and Moneragala district.

4. Implement a workforce development strategy that benefits groups located in rural, conflict-affected and -strategic areas and that is driven by the needs of selected value chains.
5. Promote a business enabling policy environment that will allow businesses in conflict-affected and -strategic areas to grow and become sustainable.

As an overarching program principle, CORE will strive to bring the three different ethnic groups (Singhalese, Tamil, Muslim) together to work on areas of common interest, ranging from joint training programs to business development opportunities. USAID has successfully implemented this type of practical peace-building through the ongoing Office of Transition Initiatives (OTI) program, particularly through the OTI field offices in Ampara and Trincomalee.

4. STATEMENT OF WORK

CORE will provide technical assistance and training to accomplish the objectives of the program. In addition, the CORE program will include a flexible small grants-under-contracts program of up to 10% of the contract award to support small-scale infrastructure, business development services, support to associations, chambers of commerce and others to promote peace-building economic growth activities. Small grants will be limited to no more than the equivalent of US\$100,000 per grant in order to ensure that a significant number of grant activities are funded by a variety of groups working in the target conflict-affected and –strategic areas.

USAID will provide the contractor the equivalent of US\$5 million in Sri Lankan Rupees from a PL 480 Title III Agreement local currency account held jointly with the Government of Sri Lanka to augment the U.S. dollar obligated in the contract. These local currency funds are within the U.S. Government’s maximum estimated budget stated in Section L. It is not additional to the stated budget amount (funding to be made available). The local currency funds must be utilized by the contractor for small grants, micro-credit, local training and other closely related costs thereto. It will enhance the contractor’s ability to improve food security and agricultural development, promote free and open markets, support micro-enterprise development, and provide small grants for infrastructure activities in rural areas.

CORE will build upon the achievements of previous and ongoing USAID economic growth programs, while bringing to the new program a strong emphasis on the more equitable distribution of benefits. The Mission activities to date offer a number of examples of interventions with impacts that CORE may want to develop further to the benefit of populations in conflict-affected and –strategic areas. (See Text Box 4.1 for illustrative examples.)

Text Box 4.1: A Value Chain Approach to Rural Development -- Examples from The Competitiveness Program (TCP)

USAID’s main Economic Growth project in recent years, called The Competitiveness Program (TCP), has been working with eight industry clusters that account for 23 percent of the total workforce. Since the project’s inception in 2000, export earnings of these sectors have grown at an average rate of 8.8 percent per year, and the value added component has increased by 50 percent; by comparison, the value added component for other sectors increased by only 27 percent. Four of the clusters -- Coir, Rubber, Spices and Tea -- involve activities with a strong rural out-reach. This text box cites three examples in which exporters

at the down-stream end of the value chain have invested in promoting rural up-stream development that will increase exports, enhance value added, create new job opportunities, and improve rural standards of living. While support to the current TCP programs will end in FY2007, it may make sense to continue support in the clusters identified above, and to apply lessons learned from TCP to agribusiness, non-farm activities and ICT.

Coir Research, Development and Training Center (Model Mill Project)

On August 24, 2005 the Coir cluster completed an agreement to establish a Coir Research, Development and Training Centre involving the Coir Council International (CCI), the Coconut Development Authority (CDA), the Coconut Research Institute (CRI) and the Industrial Technology Institute (ITI). The signing facilitated the release of a US\$480,373 grant from the Common Fund for Commodities (CFC). The full cost of this public-private partnership is US\$730,000, with Sri Lankan counterparts funding the balance. TCP supported the initiative through a long incubation period from concept to pre-implementation. The Centre is located on a small CDA coconut estate in Dunkannawa, 50 km north of Colombo. It will consist of a mill housing a full fiber processing line, and a small on-site fiber lab, plus meeting and training facilities. The focus is to develop technology and training programs to increase productivity and quality of coir mills in all suitable areas of Sri Lanka, to the benefit of rural entrepreneurs, their employees, and the coconut farmers.

Moneragala Rubber Development Program (MRDP)

This program was developed by the Rubber cluster to resolve a critical supply chain problem. Sri Lanka's rubber industry consumes more than 80,000 metric tons of raw rubber per year, with demand growing by 10 percent per year. An adequate and consistent supply of raw rubber for value addition is essential for sustaining rubber industry competitiveness. Yet raw rubber production in Sri Lanka has been on the decline since the 1980s, forcing rubber product manufacturers to import raw significant volumes at high cost to cover the shortfall. One leading manufacturer has expanded to Thailand to circumvent the scarcity of raw rubber in Sri Lanka. To alleviate these constraints, the Rubber Cluster recommended the expansion of rubber plantations to the Moneragala region. The cluster formed a coalition of companies to invest in plantations, and convinced the government of the value of the program. The Ministry of Plantation Industries has worked closely with the private sector. The ensuing partnership has been highly effective, and has drawn International Fund for Agricultural Development (IFAD) support for a joint investment of US\$35 million. This initiative will create over 700 jobs, with wide multiplier effects, in one of the poorest districts in Sri Lanka. USAID/Sri Lanka has committed to use local currency funds (separate and in addition to the \$5 million equivalent in local currency mentioned above) to establish a rubber cluster training center in Moneragala to support development of the area in coordination with the IFAD effort.

Spices -- Good Manufacturing Practices for Cinnamon Processing

The Spice Council (TSC), in collaboration with the Export Development Board (EDB), GTZ, the Cinnamon Association of Sri Lanka, and a private cinnamon grower/processor, set up a cinnamon-processing center using Good Manufacturing Practices (GMP) at Kosgoda, Balapitiya, in the Southern Province. The center opened on August 12, 2005. This is the first processing center of its kind in Sri Lanka, and is open for anyone in the industry to visit, observe, and replicate. SGS Lanka (Pvt.) Ltd, a member of TSC, carried out the evaluation and conferred the GMP certification to "Dasanayake Walauwa Cinnamon Plantation." The cost of the project was Rs. 3 million, of which Rs. 1 million was provided by the National Council for Economic Development (NCED) as a grant through the EDB.

Additionally, CORE will follow a value chain strategy developed through a conflict lens. While reducing the economic disparities between conflicting factions can contribute to peace building, Sri Lanka has also seen economic development efforts that have exacerbated conflict. CORE will need to develop models that satisfy several bottom lines: the creation of job and income opportunities and the reduction of tensions. The Mission has solid experience in the peace-building realm through the Office of Transition Initiatives (OTI) small grants program in the East, which seeks to bring ethnic communities together to plan and implement infrastructure and other projects that serve all communal interests. The OTI field offices in Ampara and Trincomalee provide a model for a CORE field presence and a strong experience base to build upon (see the OTI Final Evaluation Report at http://pdf.usaid.gov/pdf_docs/PDACJ115.pdf).

5. GEOGRAPHICAL COVERAGE

The CORE program will target three provinces: North Central, Eastern and Uva (Moneragala District) provinces. Within these three provinces, the programs should focus on 3-5 on districts.

The proposed geographic focus will enable USAID to:

- Maintain a presence in conflict affected districts;
- 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.

The Mission expects both CORE and the new Democracy and Governance “Sri Lanka Conflict Response Program” (SCRCP) field offices to be established in Ampara town and in Trincomalee. We expect both CORE and SCRCP contract staff to be posted in both offices and work together on integrated USAID programming in both areas of Economic Growth and Democracy and Governance. The local staffing mix in the field offices must be sensitive to ethnic issues fueling the conflict, and therefore should reflect the ethnic mix in those areas.

6. CORE PROGRAM COMPONENTS

Section C.6. is organized as follows:

- **COMPONENT** number and short description
 - Objectives list
 - **Objective description**
 - *Illustrative Activities*

Note that USAID does expect the contractor to implement the “Illustrative Activities”, but that the list may not be comprehensive and the contractor is encouraged to propose alternative or additional activities in their proposal. Furthermore, in some cases, the objective is described but illustrative activities are not listed, leaving it to the discretion of the contractor to propose a set of appropriate activities to achieve the objective.

COMPONENT 1:

Support livelihood development for vulnerable populations at the household level, especially women and children, in conflict-affected and –strategic areas.

Component 1 will achieve four objectives:

- a. **Identify and report on appropriate, effective and sustainable livelihood interventions for conflict-affected households;**
- b. **Enhance household food and economic security through a diversity of livelihood support strategies;**
- c. **Improve physical, educational, and psychological well-being of children and their families affected by conflict as part of an integrated household livelihood strategy.**
- d. **Improve horizontal and vertical networking, collaboration, and information sharing among communities and organizations involved in livelihood interventions.**

a. Identify and Report on appropriate, effective and sustainable livelihood interventions for conflict-affected populations

CORE will support action-oriented research into the current range of livelihood support strategies for impoverished and conflict-affected households ongoing in the target areas of the North and East⁷. The expected outputs of this research are: an assessment report documenting the diversity, effectiveness and impact of the various livelihood strategies currently being employed in the target areas; a mapping of organizations engaged in this work including a listing of contacts; a mapping of private sector interests in relevant livelihood issues for the target populations; and a set of concrete recommendations for the specific livelihood activity strategies to be implemented under CORE.

b. Enhance household food and economic security through a diversity of livelihood support strategies

Utilizing the action-oriented research and specific recommendations from the analysis/research work described above, the contractor will initiate and manage a set (or sets) of programmatic interventions designed to: stabilize households facing negative economic impacts and shocks from the conflict, support household food security and economic security through economic empowerment and support activities, and to support capable local organizations to extend the outreach of the program.

Illustrative Activities:

To achieve this objective, USAID expects the contractor to implement the illustrative activities below, but the list is not necessarily comprehensive and the contractor may propose alternative or additional activities.

- Identify effective local non-governmental organizations, community based organizations (NGOs/CBOs) and civil society groups (cooperative societies, *shramadana* societies) with experience, outreach to the household level, and capacity for programming – and provide financial and technical support to their livelihood initiatives through sub-grants.
- In collaboration with interested private sector parties, identify practical actions in market stimulation, awareness-creation, and/or governmental policy lobbying that may help to positively identify opportunities, reduce risks, and remove impediments or barriers to private sector investment and engagement with targeted beneficiary populations of CORE.
- Engage groups of households or communities in local economic improvement projects such as irrigation/drainage canal clearance, construction/improvement of access roads, rehabilitation of water dams, etc.

⁷ It is not anticipated that the research will cover every community in all the conflict-affected districts. It will be up to the discretion of the contractor (and in consultation with USAID Sri Lanka) how wide this should necessarily cover. The point here will be to capture the range of experience, opportunities and challenges impacting this sector of work.

- Supporting “value-addition” to agriculture, aquaculture, and micro-enterprise of conflict-affected households, through activities such as improving handling of produce and fish, improving transport of goods, training in processing (jarring, canning, jams), etc.
- Provide financial and technical support to effective and capable micro-finance institutions (MFIs) to promote their sustainability outreach to new customers, and professional operation according to international microfinance standards. This work may also be facilitated through designing new linkages with rural financial institutions such as the SANASA Rural Development Bank and/or a recently established initiative for microcredit leasing through Lanka Orix Leasing Corporation⁸.
- Support conflict-affected households through animal husbandry projects, such as revolving livestock schemes, dairy development, poultry raising, improving breeding, etc.
- Facilitate the sustainable return of Internally Displaced Peoples (IDPs) through assistance activities such as cash-for-work, cash grants, providing access to key resources (seeds, tools, equipment), linkages with microcredit to resume economic activities, etc.
- Support household food security through promotion and support of household vegetable gardens.
- Provide business development services to households and micro-entrepreneurs in business planning, budgeting, financing, etc.
- Increase the dissemination of information in local languages, about new technologies, new business opportunities and other relevant information.

c. Improve physical, educational, and psychological well-being of children and their families affected by conflict as part of an integrated household livelihood strategy

Although this objective in general targets the household as the beneficiary unit, given a significant contribution of funds by the Displaced Children and Orphans Fund to this program and in recognition of the considerable vulnerability of children in conflict environments, a third objective directly identifies and responds to the needs of children.

Under this objective, contractors are invited to address children’s and their families’ needs through two strategies: 1) Through household level support activities which can be shown through monitoring and evaluation to have positive impact for children; and 2) through targeted activities directed towards children themselves.

Illustrative Activities:

To achieve this objective, USAID expects the contractor to implement the illustrative activities below, but the list is not necessarily comprehensive and the contractor may propose alternative or additional activities.

- Supporting livelihood strategies similar as described above, from which a direct attribution to the betterment of children’s lives can be identified. Some of the positive impacts on children which might be identified are: indicators that reflect reductions in family dissolution, maintaining the key breadwinners within the household, improving attendance rates at school, improved nutritional status of children.

⁸ For more information on USAID’s Development Credit Authority partnership with Lanka Orix Leasing Corporation, please contact Jessica Wolfendale, jwolfendale@usaid.gov.

- Activities which directly target women heads of household, women entrepreneurs and mothers also have good likelihood of providing a more direct benefit to children, though documentation of the attribution of this through monitoring and evaluation of appropriate indicators would be necessary.
- Activities designed to address the emotional, psychological and social impacts of the conflict on children, including recreation, play and art, social and sports clubs, and supplementary educational support (especially for those children who may have missed school days/exam periods due to the conflict);
- Support/strengthen already-existing government/NGO initiatives for vulnerable children. For example, training for pre-school teachers and primary school teachers on child friendly teaching methods, child counseling, conflict resolution, etc.

d. Improve horizontal and vertical networking, collaboration, and information sharing among communities, organizations, and private sector firms involved in livelihood support activities.

Achievement of this objective will improve the extent, inclusiveness, and effectiveness of networking, information-sharing, and collaboration among the various communities and organizations involved in livelihood interventions.

The intention of these activities is to help end the economic and social isolation of conflict affected households and communities through fostering greater exchange of information and experiences, and where possible to strengthen their economic capacity through development of practical linkages for marketing, technical education, and awareness of opportunities and rights. This objective also intends to support an improvement from the current situation under which a large number of local and international NGOs operate narrowly-focused, small scale livelihood interventions in relative isolation from one another – often missing critical opportunities for collective support and action.

Illustrative Activities:

To achieve this objective, USAID expects the contractor to implement the illustrative activities below, but the list is not necessarily comprehensive and the contractor may propose alternative or additional activities.

- Building on the information-collection and mapping conducted during the analysis/research activities described above, to develop a Livelihoods Coordination Network of involved Government of Sri Lanka offices, private sector representatives, UN agencies, local and international NGOs.
- Promote regular coordination meetings on livelihoods at district level (and possibly Colombo national level) of involved parties.
- Promote information sharing, cross-training, and exchange among various community groups and farmer/fishermen associations intra-district or across districts.
- Support information sharing, cross-training, and exchange specifically among women’s associations and women-headed organizations.
- For “vertical” networking, coordinate regular meetings and exchanges between district level Chambers of Commerce and representatives of firms/industries with household leaders and heads of farmer/fisher associations. Where possible, seek to facilitate direct linkages or collaborations between these groups.

COMPONENT 2:

Improve the competitiveness of agriculturally-based (and possibly other) value chains, which benefit large numbers of traditionally underserved populations in conflict-affected and –strategic areas and which link them to growth opportunities, including domestic and/or export markets.

Component 2 will focus on improving small business access to national and export-oriented value-chains, moving beyond the household-level interventions described above in Component 1, but where possible providing upgrading support to household businesses to participate in identified value-chains.

Component 2 will achieve the following objectives:

- a. Select value chains using established criteria (see below)**
- b. Develop an end-market strategy for each value chain demonstrating how the chain will achieve competitiveness and meet the demands of the end market**
- c. Develop an upgrading strategy based on a value chain analysis that prioritizes constraints based on the above criteria**
- d. Identify priority interventions which address priority constraints**
- e. Implement priority interventions to develop competitive value chains using a conflict-sensitive lens.**

a. Select value chains using established criteria

The first step in value chain development is “sector selection.” To ensure that CORE objectives are met, selection criteria will need to include but not be limited to the following and the contractor can propose alternative or additional criteria:

- Potential for competitiveness and thus growth;
- Potential to benefit large numbers of micro and small firms or farmers/fishermen from conflict-affected and –strategic areas; and,
- Potential for constructive communication and economic linkage between those who have traditionally been left out of growth opportunities and those who have traditionally benefited from economic growth.

b. Develop an end-market strategy for each value chain demonstrating how the chain will achieve competitiveness and meet the demands of the end market

Growth is a prerequisite for the generation of all benefits up and down the chain; and competitiveness drives and underpins growth. Fostering the competitiveness of the value chain requires the development of a strategy for competing in the final market and meeting the needs of end-market buyers. The contractor will need to be familiar with key end markets in Sri Lanka and downstream buyers, and devise a strategy for linking producers upstream in the conflict-affected and –strategic regions with these markets and buyers.

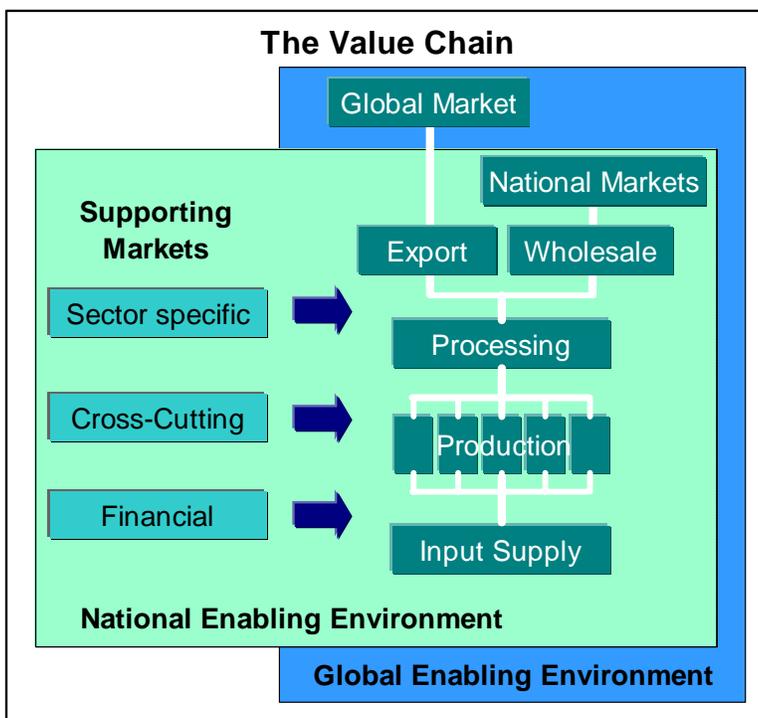
c. Develop an upgrading strategy based on a value chain analysis that prioritizes constraints based on the above criteria

CORE will need to identify value chains in which large numbers of populations in conflict-affected and –strategic areas currently or potentially participate and which have potential for growth (a strategy for competing in final markets). To ensure that populations in conflict-affected and –strategic areas benefit from this economic activity, CORE will need to develop an upgrading strategy based on an analysis of the constraints in the value chain and particularly those faced by those at the bottom, where the poorest suppliers tend to operate.

The upgrading strategy will be designed to address identified constraints as well as the incentives and/or disincentives of poor firms and/or farmers/fishermen to invest in upgrading.

d. Identify priority interventions which address priority constraints

The upgrading strategy will also include the identification of interventions needed to address value chain constraints. Interventions aimed at “upgrading” small firms and farmers/fishermen – as well as all actors in the chain – must be based on a constraint analysis and must address identified constraints. While



interventions suggested here may include technical assistance for agri-business projects, new product identification and post-harvest food storage, cold-chain management, ICT, finance, and business services, interventions must be driven by analyses of constraints. Moreover, not all constraints are equal. Constraints need to be prioritized based on: (1) demands of the end market, (2) impact on competitiveness, (3) impact on peace/conflict, and (4) impact on benefits for the population in conflict-affected and –strategic areas.

e. Implement priority interventions to develop competitive value chains using a conflict-sensitive lens.

Upgrading involves risks as well as investment capital. Vulnerable and poor populations in conflict-affected and strategic areas are least able to absorb risks and come up with capital

for investments. While upgrading is typically viewed through a private sector lens – that includes private providers of upgrading services and finance, CORE will need to be sensitive to the needs of the population in conflict-affected and –strategic areas. Additionally, USAID needs to demonstrate impact in the short and the long term. Thus CORE should look for short-term solutions to upgrading that can lay the groundwork for longer term solutions appropriate for the targeted populations.

Typically an upgrading strategy will involve interventions to strengthen vertical linkages between all actors in the chain. CORE will need to give special emphasis to links between farmers/fishermen or firms in conflict-affected and –strategic peripheral areas and buyers in more economically developed areas. USAID’s Global Development Alliance program can be particularly useful in this sense, and the Mission intends to develop GDA partnerships to bring important additional resources to the CORE program.

The technical assistance provided by the contractor will be designed to incorporate learning. As the project evolves, the contractor will – through learning – identify newer constraints and new interventions. Consequently, the workplan and budget will have the flexibility that will allow for a dynamic and cyclic process of learning through analysis, implementation and monitoring of performance.

COMPONENT 3:

Ensure that groups located in conflict-affected and -strategic areas benefit from participation in selected value chains.

Power dynamics are embedded in the vertical relationships between buyers and suppliers and can prevent small farmers/fishermen and firms from benefiting fairly from their participation in a value chain. When win-lose relationships prevail between supplier and intermediary or buyer – expressed in the form of predatory behavior on the part of intermediaries/buyers, unfair payment for product, and/or an unwillingness to share valuable market information with suppliers – the competitiveness of the entire value chain ultimately suffers. Thus addressing win-lose relationships is key not only to USAID’s objective related to ensuring benefits for populations in conflict-affected and –strategic areas but also to the overall growth potential of the value chain and the reduction of tensions. Skill sets from the Mission’s Democracy and Governance program may be particularly useful and provide an opportunity for integrated USAID programming, an important Mission goal. CORE proponents are encouraged to analyze such opportunities for inclusion in their proposals.

Horizontal linkages are also key to value chain development. Where lots of small producers are involved, a strategy is needed to reduce the transaction costs of working with so many suppliers, the costs of product consolidation, and service delivery. Moreover, horizontal linkages – in the form of producer groups, cooperatives, and associations (at any level of the chain) – represent a key means for improving the bargaining and advocacy power of small, disadvantaged farmers/fishermen or firms. Organized, small farmers/fishermen can achieve greater bargaining power in the marketplace, lobby for policy reforms, and access finance and market information.

Component 3 will achieve the following objectives:

a. Foster increased access (among entrepreneurs and small producers in conflict-affected and – strategic areas):

- i. to Finance**
- ii. to Business services**
- iii. to Infrastructure**
- iv. to ICT and**
- v. to Business skills (through workforce development)**

If small producers in conflict-affected and -strategic areas are to benefit from participation in selected value chains, interventions need to focus on the power relationships between firms and the extent to which they are win-lose or win-win. Unless suppliers at the bottom of chains benefit sufficiently, they will neither have the incentives to be good and loyal suppliers; nor will they have incentives to invest in upgrading needed to meet the demands of the end market.

Improving the skills, capacities and access to information of poor suppliers at the bottom of value chains can also be important to share power in the market place. Workforce development activities are essential for youth and other vulnerable populations to even participate in economic activities. For other populations in conflict-

affected and –strategic areas, training and technical assistance will likely be needed. Research has shown that on-the-job training and/or training and technical assistance provided by value chain experts is most effective. CORE will use strategies for facilitating training by actors in the value chain. In Cambodia, USAID’s Strengthening Micro, Small and Medium Enterprises project convinced input suppliers to provide training to farmers. The win-win result was highly technical training provided for free to farmers and for input suppliers the result was a three-fold increase in sales of inputs.

Moving inter-firm relationships from win-lose to win-win can also be achieved by improving the access of those on the “lose” side of the relationship to finance, market information, market options, and business services. Power dynamics can also be changed through organization – allowing very small firms to bargain in the marketplace like a larger firm.

Illustrative Activities:

To achieve this objective, USAID expects the contractor to implement the illustrative activities below, but the list is not necessarily comprehensive and the contractor may propose alternative or additional activities.

- GDA partnerships can play an important role in terms of training (see Cambodia example above), and the contractor will be expected to identify and work with existing and new, potential GDA partners for the Mission, in order to help shape and target training and capacity building opportunities for beneficiaries at the upstream end of the value chain. GDA partnerships are between the Mission and private sector partners, but the CORE contractor can identify such partnership opportunities and assist the Mission as described above.
- The contractor will analyze the need for very small firms to join together to form or join larger, more effective and powerful organizations such as cooperatives, business associations, etc. The contractor may then provide technical assistance, training and small grants to help support these organizations, if warranted.

a.i. Value Chain Finance

To be able to upgrade, firms and/or farmers/fishermen may need access to finance. Analysis already conducted suggests that finance is a constraint – this finding will need to be verified through a constraint analysis of the value chain(s) (see discussion above).

Value chain finance involves analyzing the constraints of all actors in a value chain, identifying the types of financial institutions that might meet their financial needs, and identifying the types of products needed by the value chain actor. Using the value chain finance lens, finance can be provided by an actor who can access commercial finance and can on-lend this money to those who do not have access to financing. Credit guarantees provided to larger firms can thus improve access to small firms – to the extent that it is in the commercial interest of the larger firm to provide capital to its suppliers. See diagram below for depiction of value chain finance.

Illustrative activities:

To achieve this objective, USAID expects the contractor to implement the illustrative activities below, but the list is not necessarily comprehensive and the contractor may propose alternative or additional activities.

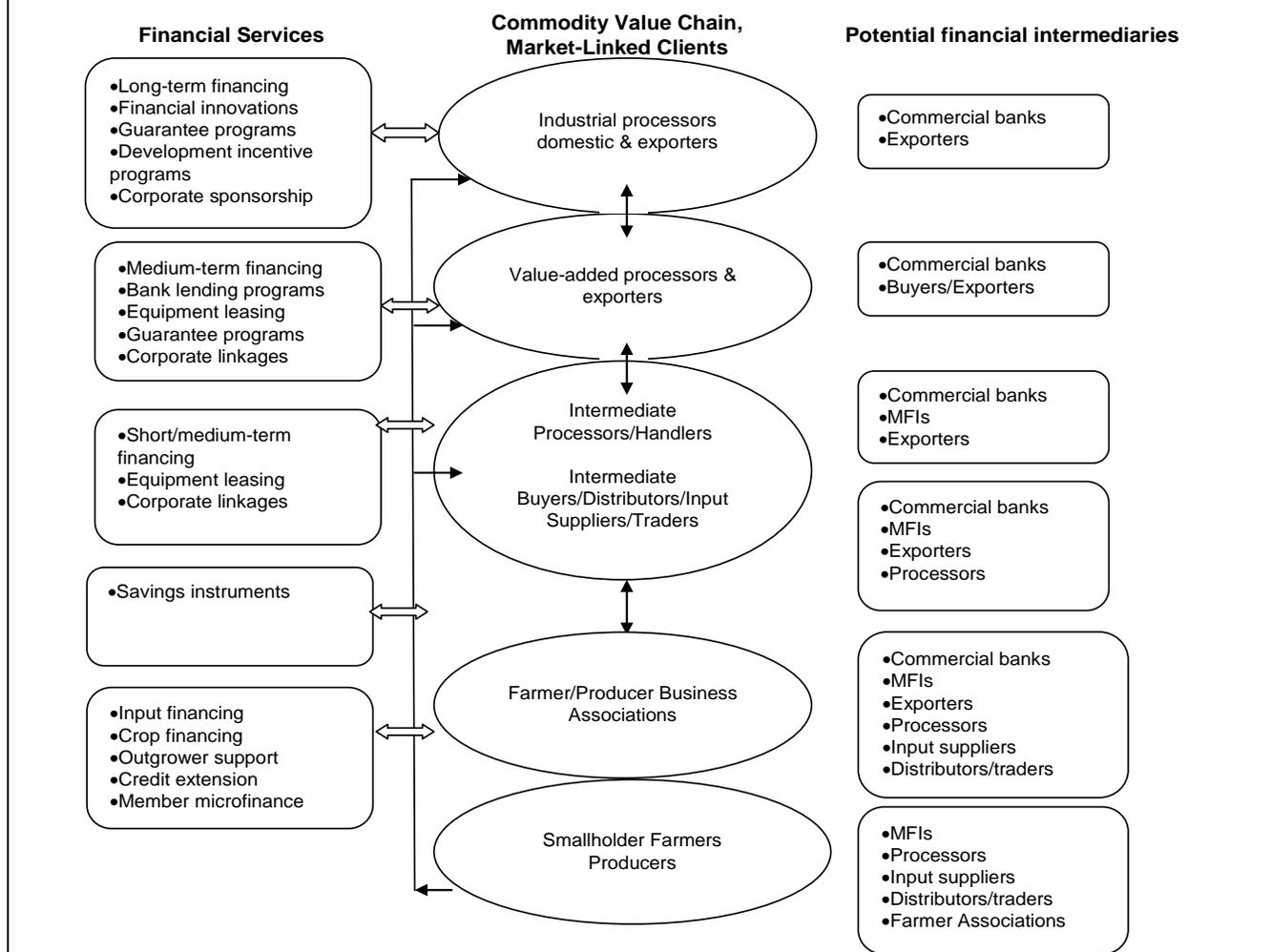
- Assess the selected value chains to identify the constraints and opportunities related to financial services;

- Where there are financial constraints, facilitate viable delivery of financial services whether through the value chain (i.e., value chain financing – see graphic below) and/or through a stand alone provider such as micro-finance institutions or banks;
- Facilitate new tailored financial products that will benefit farmers/fishermen and firms in conflict strategic areas and in competitive value chains (i.e., the financial service may not be directed at the small farmer/supplier/producer) – including leasing, warehouse receipts, insurance, guarantees, etc.
- Strengthen financial service providers that are active or could be active in financing farmers/fishermen and firms in conflict strategic areas and other actors in the selected value chains.
- Direct technical assistance and training support to the commercial lenders. Drawing on some of the lessons learned by The Competitiveness Project, one financial constraint faced by several value chains is the misperception of risk in certain lesser-banked sectors or due to lesser-known banking schemes. For example, gueda heat treaters in the gem industry have found it difficult to acquire the holding power to buy and heat treat rough gueda because banks in Sri Lanka are typically averse to lending against stock. In several instances businesses on all levels of the value-chains are prevented from accessing finance due to high collateral requirements. This is generally a consequence of a lender's unwillingness or inability to veer from asset-backed lending to more sophisticated cashflow-based lending models.

Financial Services Along a Value Chain

RFP# 383-07-EG1

SECTION C



- The Mission has an existing Development Credit Authority (DCA) program, mentioned previously. The Mission has put aside an additional \$200,000 (not included in the CORE contract) to fund a new DCA program; it is estimated that this \$200,000 will be able to leverage a portfolio amount of approximately US\$4 million⁹. The contractor, in consultation with the Mission, will help design the new DCA program. The contractor will also design targeted TA and training activities for the DCA partner/lender and beneficiaries, to strengthen the use of this new DCA guarantee, after the contractor conducts a more thorough analysis of financial services needs.
- In identifying financial constraints and possible interventions, the contractor can draw upon lessons learned by TCP as well as resources USAID/Sri Lanka already has in place, including the existing credit guarantee facility (DCA) with Lanka Orix Leasing Company (LOLC), a local leasing and non-bank finance company. The guarantee facility covers 50% of principle on loans and leases the company makes in agriculture, tourism, fishing, and alternative energy in tsunami-affected areas. LOLC is based in Colombo but has operations throughout the country.
- The mission also has a strong working relationship with several microfinance organizations, including Sarvodaya Economic Development Services project (SEEDS) and Agro Micro Finance, both of which have operations in conflict-affected areas in the East. Possible interventions could build upon current work that is being done by these microfinance institutions and support them in meeting the particular

⁹ This is a conservative estimate based on calculations done for USAID/Sri Lanka's current DCA. In actuality the \$200,000 could leverage anywhere from \$2 million to \$6 million depending on the risk associated with that particular guarantee.

needs of vulnerable populations through the design and use of the new planned DCA facility, in close coordination with the Mission and AID/W's Office of Development Credit.

a.ii. Business/agricultural services

Business/agricultural services – considered a supporting service or market - can be either sector-specific or cross-cutting. Sector-specific services can include ag-inputs and services related to the use of seeds, fertilizers, and small scale irrigation equipment; they can involve vet services, tractor services, and transport. Ideally, these services should be provided within a market context – either by actors in the chain or by stand-alone businesses - to assure not only sustainable delivery, but also to foster greater flows of information, knowledge, and skills regarding production (i.e., encourages innovation).

Generalized, non-sector specific business services such as how to run a business, management, and marketing tend to be less relevant to value chains that are dysfunctional or disconnected. Demand for these services typically follow the growth of demand for sector specific services. While in many instances, these services are more effective at the lead firm level (especially in export industries) where firms have to have competencies to compete in more mature markets, some of these services may be needed by the very vulnerable populations with no experience in an economic activity. Workforce development might be most appropriate to these populations.

First and foremost, CORE's supporting market activities will need to be based on a constraints analysis. Moreover, given the vulnerability of the populations that CORE is targeting, strategies will be needed that are sensitive to this population and their special needs as well as sensitive to USAID's needs for quick and tangible impacts.

USAID's Microenterprise Development office offers a case study (at http://www.microlinks.org/ev_en.php?ID=7095_201&ID2=DO_TOPIC) that tells the story of how one FINTRAC activity in Honduras worked in a post-disaster setting. The case study: (1) describes a “jumpstarting” approach to agricultural development that seeks to achieve immediate results while incorporating a plan for long-term sustainability; (2) articulates the conditions under which “jumpstarting” can be part of a long-term development strategy, and (3) presents some guiding principles for sustainability to ensure that the results of such efforts last beyond the life of the project. This case study might be useful to the contractor in balancing short-term impacts with longer-term sustainability goals.

Illustrative Activities:

To achieve this objective, USAID expects the contractor to implement the illustrative activities below, but the list is not necessarily comprehensive and the contractor may propose alternative or additional activities.

- Identify supporting market constraints and interventions based on the value chain analysis;
- Develop an intervention plan for supporting markets that prioritizes constraints and is sensitive to populations in conflict - affected and - strategic areas to USAID's needs for quick and tangible impacts;
- Where and if needed, facilitate viable sector-specific supporting markets that deliver new technology, inputs, and/or important output services (i.e., micro-irrigation, transport, cooling, etc.);
- Support agricultural innovation and improvement, through strategies such as alternatives to chemical inputs, pest management, development of collecting centers and/or collective transportation, providing training to government and NGO agriculture sector specialists in new methods and latest technology, etc.
- Where and if needed, facilitate viable non-sector specific supporting markets that deliver services or products (i.e., legal, accounting, management, marketing information, ICT, etc.);

- Facilitate innovations in payment mechanisms and/or product offers that are tailored for capacities of farmers/fishermen and firms in conflict-affected and -strategic areas;
- Facilitate increased flows of embedded services from providers of support services or products to farmers/fishermen and firms in conflict strategic areas; and,
- Complement facilitation activities with implementation activities that address the special needs of conflict-affected populations as well as being sensitive to USAID's needs for quick and tangible impacts. This may involve the creative use of subsidies or grants that avoid to the extent possible market distortions.

a.iii. Infrastructure

Enterprises and vulnerable populations in the conflict-affected and -strategic areas, in many instances, have either been de-capitalized or have never had access to the capital, technologies and equipment needed to upgrade and meet the demands of buyers. In the light of obvious market failures in these regions, it will be appropriate to consider measures to jump-start enterprises, particularly those necessary to the effective functioning of targeted value chains. While current financing mechanisms may address certain needs for capital equipment, there will be a number of firms and farmers/fishermen that have capital needs that exceed the limits of existing institutions. In that case, there is demonstrated experience that partial, directed (perhaps in-kind) grants can be a useful mechanism for jump-starting production and/or processing enterprises. The program would need to operate in concert with other programs and fill market failures, so that it does not distort the market.

Illustrative Activities:

To achieve this objective, USAID expects the contractor to implement the illustrative activities below, but the list is not necessarily comprehensive and the contractor may propose alternative or additional activities.

- Assess the needs of populations in conflict-affected and –strategic areas for capital equipment and/or other small infrastructure that address their constraints in participating effectively in selected value chains;
- Develop a plan for offering small infrastructure investments to populations in conflict-affected and –strategic areas without overly distorting markets; and,
- Implement this plan.

a.iv. Information and Communication Technologies (ICT)

ICT includes Internet access, cell phone networks, radios, and even digital cameras. All of these ICT's can be used – and combined -- to help address key constraints in value chains. Residents in both rural areas and conflict areas may have limited access or experience using computers and cell phones but in other areas where the Mission's Last Mile Initiative Centers (LMI) are established, access is available to the community. Given the importance of access in conflict areas to any intervention offered by CORE, special attention must be given to the accessibility and affordability of any ICT-enabled intervention introduced. Because cell phone use is growing in Sri Lanka, interventions that rely on cell phone usage may be promising. If an intervention depends on users' Internet broadband access, care must be taken to ensure access is available even in the conflict-areas. Dial up Internet access is more likely available for e-mail and small downloads since broadband has yet to reach the rural and conflict areas.

ICT can enhance a wide range of interventions to address key constraints and power imbalances. For example, ICT can improve *access to information* to small farmers/fishermen in the value chain – information regarding market prices, supply chain management, availability and pricing of inputs; weather; and technical information about agriculture techniques and pests. With support from USAID's TCP, the Government of Sri Lanka's Govi

Gnana Seva (GGS) initiative in Dambulla has been a successful model. GGS is a simple solution that collects and disseminates live information on market prices electronically via a number of large 8 by 6 feet screens hung at the Dambulla market to increase the bargaining power of farmers/fishermen coming in to the market with their produce. These screens provide the daily high and low prices for all produce sold along with the price trend and the current ‘going price’ for farmers/fishermen to decide how much to bargain for. From having no independent information at all, now increasing numbers of farmers/fishermen and collectors are beginning to ask for the best prices they could obtain based on the live price feeds. More importantly this information is being relayed live via the Internet to anyone with access to a network connection.

ICT can also enable *applications* that can enable small hold farmers/fishermen to work together virtually, making it easier for large, end-market buyers to deal with them efficiently or enable small farmers/fishermen to use data gathered for others’ purposes (e.g., to meet end-market traceability requirements) to more precisely time and manage steps in their farming production cycle (e.g., planting of seedlings or applications of expensive inputs) to increase export yields with no increase in inputs.

Other examples of ICT-enabled services:

- ICT-enabled farm extension applications can help farmers/fishermen find answers to their farming questions fast or, when needed, have the questions routed to experts who can answer them.
- ICT-enabled business services such as ways for farmers/fishermen to learn prices – or deals on – inputs needed or aggregate their purchases and delivery of inputs to save money.
- ICT-enabled financial services such as m-banking (using cell phones) capabilities to make loan payments or deposits or withdrawals from savings accounts and allow MFI’s reduce transaction costs; increase repayment rates; and increase their customer reach.
- ICT-enhanced workforce development services using DVD’s; radio or even the Internet to extend access to services; monitor quality of services; or inform potential clients of service availability and its benefits.

Illustrative Activities:

To achieve this objective, USAID expects the contractor to implement the illustrative activities below, but the list is not necessarily comprehensive and the contractor may propose alternative or additional activities.

- Assess the selected interventions (e.g., related to finance; infrastructure; power imbalances; improvements to horizontal and vertical linkages) to identify where ICT may be incorporated to enhance results;
- Integrate the design, development, testing, and implementation of the ICT-enabled component into a community centered group, ensuring the ICT component is sustainable and scalable without further donor assistance;
- When designing any ICT-enhanced intervention, design – prior to development and testing -- the technical and training approach *as well as* the business approach to operate the intervention in a sustainable way;
- Define and, where needed, address the power requirements for the ICT intervention by selecting low power ICT devices as well as sustainable sources of power with shared usage where possible;
- To the extent practical, design and develop any ICT interventions so they can be adapted and re-used elsewhere;
- Identify, where feasible, public-private partnerships (including GDAs and other donor’s funds) to leverage project funds and sustain activities;

- Leverage, where practical, the ICT access requirements of other large ICT users in the target area in order to increase sustainability of the ICT-enabled interventions and, possibly, increase the commercial viability of private sector expansion of telecommunications to the target area. Building on and coordination with the ongoing LMI project will be particularly important in this regard; and,
- Take special care not to “re-invent the wheel”: build on related lessons learned and best practices by sharing plans and direction with the Mission and USAID/Washington EGAT/I&E/ICT team in Washington, DC.
- Learning to use supply chain management software enabling large wholesale buyers to receive the *quantity*, *quality* and *type* of produce they need *when* they need it and enabling small hold farmers/fishermen to better manage their portions of the chain.

a.v. Implement a workforce development program that develops the skills needed by youth and others at risk of becoming involved in conflict to participate effectively in selected value chains.

Workforce skills are generally weak among youth and other vulnerable populations in conflict-affected and – strategic areas. Yet these populations may be most at risk for becoming involved in conflict. CORE may be able to offer these populations a workforce development program that is tailored to the needs of selected value chains and takes into consideration some of the labor market policies that make hiring this population unattractive. USAID/Sri Lanka currently has a work force development under way (ASAP) which ends in September 2008. The CORE work force development program will build on ASAP, to the extent possible. The Mission anticipates that the CORE contractor will focus on the value chain component in year one, and plan for the workforce component of CORE to start on/about October 2008 following and building on the ASAP program. Likewise, through the Sri Lankan Tsunami Reconstruction Program (SLTRP) the Mission is currently constructing and outfitting vocational education centers, including five in the East, due for completion by March 2008. The CORE program will seek opportunities to strengthen these five eastern centers through the workforce development program. Contractors will need to become familiar with the SLTRP and develop a plan to fill gaps in curricula, teacher training needs, sustainability planning and career placement for graduates following completion of SLTRP in order to ensure the centers fulfill their potential for sustainable workforce skills development in eastern Sri Lanka. Likewise, the CORE contractor will assist in the development of the planned Moneragala rubber cluster training center to be built with Mission PL-480 local currency funds.

Illustrative Activities:

To achieve this objective, USAID expects the contractor to implement the illustrative activities below, but the list is not necessarily comprehensive and the contractor may propose alternative or additional activities.

- Assess the potential demand of the selected value chains for skilled employees, and their ability to offer apprenticeship training;
- Assess available sources of training for the skills needed by the value chains and explore ways to extend these training resources to target areas using ICT (e.g., radio, computers, DVD’s; Internet; even cell phones) or other means;
- Assess which components of ASAP are relevant for the CORE workforce development program and identify any lessons learned and best practices ASAP offers regarding conducting workforce development activities in conflict-affected areas;
- Understand lessons learned and best practices from workforce development efforts in areas with similar characteristics;
- Coordinate with and leverage other donor, NGO, and Government of Sri Lanka (Ministry of Education and others) workforce development, English language, ICT and workplace skill development programs;

- Assess the gaps in the demands of the private sector job market and applicants so that participating workforce development programs can address;
- Develop a CORE Workforce Development Program, including types of technical assistance to be provided; public private partnerships (see discussion of SLTRP and Moneragala training center above); other types of interventions to be implemented; resource and work plans; and results indicators. This program should be flexible and adaptable to opportunities identified during the development and implementation phases;
- Implement CORE Workforce Development Plan; and,
- Possible interventions might include an apprenticeship program that provides youth and other vulnerable populations with on-the-job training or work-study programs. All workforce programs will be directly relevant to the local demands of employers for specific skills. As a result, workplaces will be visited, speakers will be invited, and practical on-the-job type tasks will be incorporated into all activities. A voucher program might offer employers incentives for hiring this at risk population.

COMPONENT 5:

Foster an enabling environment that facilitates economic growth and reduces inequities and conflict.

The Government of Sri Lanka has identified the development of the agricultural sector in critical geographic areas as a priority for the Government. The ten-year development framework issued by the Government last year, the *Mahinda Chintana: Vision for a New Sri Lanka* (<http://www.adb.org/Documents/Reports/SRI-Development-Forum/IN22-07.pdf>) targets growth in Agriculture as one of the main drivers of the economy, along with tourism. The vision for agriculture emphasizes achieving food security and raising incomes of small farmers. The strategies include (i) increasing competitiveness through modern technology, (ii) shifting to commercial agriculture; and (iii) promoting diversification into higher value products (fruits, vegetables, livestock, and fisheries). However, it isn't clear whether the agenda includes efforts in policy reform.

The Government already has plans to implement a program of improved agricultural services, under its *Mahinda Chintana: Vision for a new Sri Lanka*. Under this ten-year program, the government is envisioned to fill many roles that might be better filled by the private sector, including production and distributing of improved seeds, land use and planning, and subsidies for non-plantation agriculture. While this has the potential to support the development of higher value agricultural production, the program may also be implemented in a manner that undermines the goals of this program.

The *Vision for a New Sri Lanka* provides an opening for serious policy dialogue, since the objectives of the ten year program are worthwhile, but the proposed means are inconsistent with internationally accepted best practice. The planned interventions of the government could have significant implications for achieving USAID's objectives.

Therefore, the CORE contractor will provide technical assistance to the government to shape its agricultural support program, since the proposed policies could easily undermine programs hoping to shift the agricultural sector to higher value commodities linked to export markets. This may involve support for local technical institutions and think tanks to develop analyses that can support a thoughtful process of debate that will include serious discussion of the long-term impacts of these policies. However, while think tanks and other sources of analysis are key to a successful advocacy process, the advocacy process should be led, where at all possible, by representatives of the sectors in question. The National Agribusiness Council is an example of the type of institution that has the capacity to play a key role in representing a more global perspective in the discussion.

Even beyond the agricultural sector, policy advocacy should be led, where, possible, by business advocacy groups. Where possible, private sector actors (for example, the Federation of Commerce and Industry Sri Lanka (FCCISL) and its eastern Chamber partners) involved in the debate should be supported in engaging local think tanks and universities that can provide substantive input into discussions with the government. The CORE contractor should consult with TCP for their perspective on required policy reforms for sustainable economic growth.

Policy dialogue should include, and where needed, focus on the local and regional enabling environment. Local and regional regulations, or their implementation, may often pose more significant barriers to enterprises than the national environment. In developing a policy agenda, the program should be guided by a thoughtful dialogue with enterprises in the targeted sectors. In other words, the development of the policy agenda should be guided by the defined enabling environment barriers that are prioritized by the targeted sectors.

Given that some local and regional barriers may be priorities, the program should be prepared to engage with local and regional institutions to achieve its objectives. It will be critical that the program builds, to the extent possible, on existing experience and structures that have been developed through other USAID programs. Coordination with other USAID programs (including SCRIP) in institution building, transparency and responsive governance could be an important factor in the ultimate success of policy and regulatory reform initiatives under CORE.

The policy program should be oriented towards maximizing the total impact of the USAID program. CORE should engage in an explicit cost-benefit analysis to identify the reforms that are most pressing and that are also achievable given the program's resources. This should be accomplished through dialogue with businesses in the sector and relevant government counterparts.

Illustrative Activities:

To achieve this objective, USAID expects the contractor to implement the illustrative activities below, but the list is not necessarily comprehensive and the contractor may propose alternative or additional activities.

- Ensure that the enabling environment is considered as a factor in selecting sectors so as to avoid surprises at a later date that a particular policy prevents progress and is too difficult to change;
- Given the environment in Sri Lanka, trade policy may be an important consideration. Value chain analysis should also consider local and regional laws, policies and institutions that may play a significant role in the normal operation of enterprises; and,
- Implement a rapid assessment of the particular policy and regulatory barriers that may impede the success of selected value chains and identify priority reforms (e.g. security and infrastructure-related transport bottlenecks in moving farmer produce out of Trincomalee to national markets in a timely manner).
- Develop a strategy for reform. The strategy should include: (1) the identification of local institutions or associations which will lead the process (including those which may be started or strengthened by the program), and key participants in the process who are necessary for successful reform; (2) approaches to getting reform onto the national or local agenda; (3) the role of local think tanks, universities or other institutions in developing concrete analysis which will inform the policy debate and provide advocates with substantial basis to support arguments for reform; (4) a framework of the proposed coalitions for reform; and (5) an identification of key vulnerabilities and challenges and address how those will be met;
- Identify how CORE will build on other USAID and other donor programs operating within institutions that are relevant to policy reform objectives – so as to ensure the efficient use of resources;

- It is very important that the program utilize its resources efficiently. Based on dialogue with the other donor programs and the donor itself, the consultant will determine how it will collaborate with other programs to best meet its objectives; and,
- Integrate the business environment reform strategy into the program workplan.

6. INTEGRATED PROGRAMMING

The CORE program is one of two key components in USAID's strategy designed to respond to the conflict in Sri Lanka, the other program (Sri Lanka Conflict Response Program or SCRCP -- RFP at www.fbo.gov) focusing on peace-building, democracy and governance, and a participatory small grants component.

The USAID strategy cannot be viewed through a narrow technical lens; at the community level, USAID's response to perceived economic, humanitarian and development needs can serve as a platform to promote co-existence and mitigate conflict.

Cross Cutting Issues:

CORE offerors will conduct an analysis of possible linkages between the CORE and SCRCP programs. Based on this analysis, the CORE offerors will propose a set of activities that could be implemented in close coordination with the SCRCP contractor. This set of coordinated activities will be finalized post-award in consultation with USAID during the annual work planning processes for CORE and SCRCP.

Illustrative examples of such CORE-SCRCP activities include:

- Community consultative mechanisms that develop local action plans that may identify small scale economic growth; work force development, and small grants projects to be funded by CORE, that can simultaneously serve as platforms for conflict mitigation and peace building objectives under the SCRCP program.
- The SCRCP 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. Many of these groups are also potential CORE partners.
- The SCRCP program, in coordination with CORE, 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 CORE contractor should consider these and other organizations and networks for support under the small grants component of the CORE program. The SCRCP contractor may also provide small grants under SCRCP, and both contractors will need to coordinate to avoid duplication of effort and funding.

- 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, awareness-raising within the private sector both at the regional and national level should be part of the SCRCP program’s strategy to sustain support for conflict response programs.

More specific examples of joint CORE-SCRCP programming may include:

- Work with local Chambers of Commerce on district and provincial private sector policy issues;
- Work with People’s Forums supported under SCRCP to identify and prioritize local development needs and private sector policy issues;
- Incorporate peace building, mediation, human rights and civic education in the workforce program;
- Target workforce program to conflict affected, disaffected, unemployed youth of different ethnic groups and seek ways to bring them together through exchange visits, training, etc.;
- Engage business leaders and owners on political reform and advocacy;
- Utilize participatory, community-based approach to program implementation; and,
- Share lessons learned from past and ongoing DG, OTI, SLTRP and TCP activities.

7. 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 who implement and participate in projects.

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 Government Mission and our partners will develop a description of "trigger events" that will necessitate a special review of the program and if

appropriate, a revision of the program strategy. The offeror in coordination with USAID/Sri Lanka will monitor these indicators. The decision to trigger a change in scenario will be done in consultation with the United States Country Team in Sri Lanka, including the Ambassador, USAID, Washington and the Director of Foreign Assistance's Core Country Team for Sri Lanka.

The contractor has a budget line item of no more than US\$ 300,000 in unit price as a contract line item to respond to a future crisis. The decision to access funds from this contract line item will require prior written approval of the Contracting Officer for this award.

Illustrative activities to be funded by the Crisis Modifier line item might include costs for immediate response needs of IDPs for livelihood development; costs associated with program redesign and work planning; costs associated with the need to provide for transport of trainees from the East to training venues in North Central or Uva, etc. Offerors should price the Crisis Modifier line item according to these or similar activity sub-elements during the Crisis Modifier planning process.

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 officer indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

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

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

D.2 BRANDING STRATEGY FOR THE ACTIVITY

In accordance with ADS **320.3.2.1**, the Branding Strategy (BS) is part of the contract requirements, as such Contracting Officers must ensure that USAID contract solicitations include a Branding Strategy and instruct Offerors to prepare a Branding Implementation Plan (BIP) and Marking Plan (MP) to implement the Branding Strategy.

The **branding strategy** for this activity is as follows:

The program name:

The program's name will be **COnnecting Regional Economies (CORE)**. The phrasing "CORE" is necessary to differentiate separate projects, contracts, and contractual relationships, but this should not be overly visible to the outside world.

How the CORE logo will be positioned on materials and communications:

USAID policy requires exclusive branding and marking in USAID direct acquisitions. Use of a translated version of the logo is preferred on materials for primarily Tamil or Sinhala audiences. Contractor and subcontractor's corporate identities are prohibited on all program materials. Marking is not required on contractor vehicles, offices, and office supplies or other commodities used solely for administration of this contract.

Desired level of visibility:

Visibility for the program is a very important segment of the project implementation. Establishment of a strong communications and public relations capability towards the client (USAID), the partner municipalities, and other significant target audiences, such as media, local officials, citizens at large, and other interested parties, is essential to the success of CORE's effort in Sri Lanka.

Communication materials will target all the above, therefore, USAID requires all publicly distributed communication materials to be written in all three languages (Sinhala, Tamil and English). In consultation with the CTO, other communication materials may require translation into a language other than English.

Other organizations to be acknowledged:

In addition to the branding of the donor (USAID) and in order to foster local ownership in activities, where applicable, the contract may acknowledge the cooperation and participation of Sri Lankan private and public organizations, including Sri Lankan Government institutions.

D.3 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 on <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 30 days of the effective date of the contract, the contractor must have submitted the first annual work plan to the USAID CTO. Each subsequent annual workplan is due 30 days prior to the start of the contract performance period covered by the plan.
- 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 60 days of the effective date of the contract the data quality analysis for the PMP must be completed.
- d) Within 90 days of the effective date of the contract, the contractor has an operational field office in both of the targeted regions identified in this Statement of Work.
- e) Within 90 days of the effective date of the contract, the Performance Monitoring Plan (PMP) must be delivered. (Note: The illustrative AMP developed by the contractor that will form the basis of the more comprehensive Performance Monitoring Plan (PMP). All baseline data must be gathered for and incorporated into PMP prior to its submission. The PMP will include but will not be limited to, reporting on the Foreign Assistance Coordination and Tracking System (FACTS) indicators, and will become an integral part of this contract. The PMP must be subjected to rigorous data quality analysis and independent measurement of the impact for each specific indicator and client satisfaction. Wherever required, the data collected for each indicator must be disaggregated by gender and ethnic group.)

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.2 and F.6.

F.6 REPORTING REQUIREMENTS

- a) The contractor will submit detailed quarterly progress 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.
- b) The contractor will conduct an annual Economic Growth assessment in Sri Lanka to ensure that programmatic responses address the priority issues that stem from the on-going conflict. The December 2006 EG assessment (www.usaid.gov/in/ under "Working with us") will form an important baseline for this deliverable.
- c) The Contractor must submit an annual progress report within 60 days of the end of each United States Federal Government fiscal year (i.e. September 30).
- d) 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 Amt vouchered Item No. this period	Description	Amt vouchered to date
001 XXXX.XX	Product/Service Desc. for Line Item 001	\$XXXX.XX \$
002 XXXX.XX	Product/Service Desc. for Line Item 002	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 Contracting Officer, by separate designation letter, authorizes the CTO 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) In the separately-issued CTO designation letter, the CO designates an alternate CTO to act in the absence of the designated CTO, in accordance with the terms of the letter.

(d) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the 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.

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

(f) In case of a conflict between this contract and the CTO designation letter, the contract prevails.

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

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 fixed fee to the total contract estimated costs.

In the event of discontinuance of the work in accordance with the clause entitled ‘Termination’ (FAR 52.249-6), the Contracting Officer shall readjust the fixed fee in accordance with the considerations contained in FAR 49.305-1.

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.4 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004) (ACQUISITION AND ASSISTANCE POLICY DIRECTIVE 04-06, ISSUED FEBRUARY 26, 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.5 752.7007 PERSONNEL COMPENSATION (April 2006)

(pursuant to class deviation No. OAA-DEV-2006-02c, AAPD 06-03)

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

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

H.6 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

(a) Limitations:

(1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant Contracting Officer, exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate specified in section H.3 above unless an advance written waiver is granted by the USAID Procurement Executive prior to contract award.

(b) Salaries During Travel

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

(c) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable nonperformance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.

(d) Annual Salary Increases

One annual salary increase (includes promotional increase) of not more than [to be proposed by offeror] percent may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary in Section H.3 may be granted only with the advance written approval of the Contracting Officer.

(e) Definitions

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

H.7 DEFENSE BASE ACT (DBA) INSURANCE

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

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

Points of Contact:
Sara Payne or Diane Proctor
(703) 354-1616

Hours of Operation are: 8 a.m. to 5 p.m. (EST)
Telefax: (703) 354-0370
E-Mail: www.rutherford.com

H.8 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (APRIL 2006)
(Pursuant to class deviation OAA-DEV-2006-1c, AAPD 06-01)

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

(b) Exceptions.

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

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

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

NOTE: USAID does not have a Medevac service provider. Contractors must meet this requirement in the most efficient manner. The following link is provided as a courtesy: http://travel.state.gov/travel/tips/health/health_1185.html.

H.9 AUTHORIZED GEOGRAPHIC CODE

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

H.10 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.11 LOGISTIC SUPPORT

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

H.12 LANGUAGE REQUIREMENTS

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

H.13 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated *(insert date)* is hereby incorporated as a material part of this contract. The contractor must comply with the subcontract reporting requirements in FAR 52.219-9.

H.14 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.15 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 (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.16 USAID DISABILITY POLICY (DECEMBER 2004) (ACQUISITION AND ASSISTANCE POLICY DIRECTIVE 04-17)

(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.17 GRANTS UNDER CONTRACT APPROVAL FORMAT

a) The Head of the Contracting Activity (HCA) for the contract must provide written approval to allow a USAID-direct contractor to execute grants up to \$100,000 (unless a deviation is obtained to have this threshold increased) with US organizations (not-for-profits or for-profits), providing conditions in ADS 302.3.4.8 are met. For non-US organizations there is no ceiling unless a fixed obligation grant is executed in which case the ceiling is \$100,000.

If not provided by USAID, the contractor shall develop grants formats and provide a field grant guide that adheres to USAID regulations (including selection criteria, competition and cognizant Contracting Officer approvals). If the grants formats and field guide are not provided before award to the Contracting Officer, the contractor shall obtain approval from the Contracting Officer within 60 days after award.

The contractor shall comply with all USAID policies, procedures, regulations, and provisions set forth in the contract and ensure

- (1) sufficient time to complete grantee audits,
- (2) sufficient time for the grantee to submit a final report to the contractor, and

(3) sufficient time for the contractor to complete its review of the grantee and provide a final report to the government before contract or task order close-out.

All grants must be closed out no later than the end date of the contract. Reporting requirements shall be in accordance with Section F.

b) All sub-grants documents must be submitted to the USAID CTO for approval and written approval must be obtained prior to actual award, regardless of amount. Each sub-grant 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

H.18 SUBCONTRACTOR CONSENT

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]

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
52.215-13	SUBCONTRACTOR COST OR PRICING DATA— MODIFICATIONS	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	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
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR	OCT 1997

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INFORMATION OTHER THAN COST OR PRICING
DATA--MODIFICATIONS

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
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
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
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
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
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

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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	
752.209-71	ORGANIZATIONAL CONFLICT OF INTEREST DISCOVERED AFTER AWARD	
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
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
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
752.7008	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 52.246-24 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.3 PERIODIC PROGRESS REPORTS (JUL 1998) (CONTRACT INFORMATION BULLETIN [CIB]
98-21, ISSUED AUGUST 12, 1998)**

(a) The contractor shall prepare and submit progress reports as specified in the Schedule of this contract. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

(b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

I.4 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. The Contractor shall retain for audit purposes a copy of each travel concurrence. 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.5 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.

I.6 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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

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

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

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

ATTACHMENT 3 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

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

ATTACHMENT 4 - CERTIFICATE OF CURRENT COST AND PRICING DATA

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

ATTACHMENT 5 – LAST MILE INITIATIVE (LMI) PROGRAM SUMMARY

http://www.usaid.gov/in/working_with_us/grant_opportunity.htm

ATTACHMENT 6 – FINAL REPORT 112706 - EG

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 – CORE (FORMERLY PEACE)-POWER POINT FOR THE PRE-SOLICITATION CONFERENCE

http://www.usaid.gov/in/working_with_us/grant_opportunity.htm

ATTACHMENT 9 – FINAL LIST OF PRE-SOLICITATION CONFERENCE REGISTERED ATTENDEES

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

The representations, certifications and other statements as provided herein are applicable to task orders based on their individual scopes of work.

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See 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)		
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

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

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

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) 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 (c) 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 (c) applies.

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

(c) 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
_____	_____	_____	_____

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.3 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.

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

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

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$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 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.4 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.5 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.6 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
52.215-16	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 Government contemplates award of a cost plus fixed fee (CPFF) contract resulting from this solicitation.

**L.3 52.215-1 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 (SEPT 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 Government Accountability 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) Offerors must submit their proposals in electronic form and either -

(i) via internet email with up to 6 attachments (4MB limit when all attachments are combined) per email compatible with MS Word, Excel, Lotus 123 and/or WordPerfect in a MS Office 2003 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 or hand delivery (including commercial courier) as compatible electronic media (Compact Discs or floppy diskettes) of technical proposal and cost proposal. Note however that the issuing office receives regular international mail only once a week and all mail as well as hand delivered media is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by the USAID Contracting Officer. The street address is USAID, American Embassy (West Bldg./Gate 7), Shanti Path, Chanakya Puri, New Delhi-110021 INDIA.

(iii) Regardless of which above methods are used for delivery of offers, 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) 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 in Times Roman font style 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. Again, the maximum number of pages is 40.
- (d) The technical proposal should, at a minimum, include the following:

1. “Technical approach”

In designing their technical response to this statement of work, contractors must be cognizant of the Mission’s democracy and governance program and establish a credible strategy that creates linkages between the two programs. It is important that the statements of work for both programs be considered as part of one broad strategic 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, economic growth related 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 CORE proposal, the offeror 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. As such, the illustrative AMP, developed for the CORE proposal, will lead to development of a more comprehensive Performance Monitoring Plan (PMP) within 90 days of the signing of the contract. Baseline data for the PMP will also be gathered within 60 days of the signing of the contract. See Section F.2 Deliverables.

The PMP will include, but will not be limited to, reporting on the Foreign Assistance Coordination and Tracking System (FACTS) indicators set out below, and will become an integral part of this contract. The PMP must be subjected to rigorous data quality analysis and independent measurement of the impact for each specific indicator and client satisfaction. 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:

Financial Sector

Program Element: Financial Services

Indicators - TBD

Private Sector Competitiveness

Program Element: Private Sector Productivity

Indicator: Number of firms receiving USG assistance to invest in improved technologies

Program Element: Workforce Development

Indicator: Number of people gaining employment or more remunerative employment as a result of participation in USG-funded workforce development programs

Indicator: Number of persons participating in USG-funded workforce development programs

Indicator: Number of workforce development initiatives created through USG assisted public-private partnerships

Economic Opportunity

Program Element: Strengthen Microenterprise Productivity

Indicator: Number of microenterprises participating in USG-assisted value chains

Indicator: Number of microenterprises receiving finance from participating firms in USG-assisted value chains

Indicator: Number of microenterprises receiving business development services in from USG-assisted sources

For management purposes only the following indicators may also be tracked:

Private Sector Competitiveness

Program Element: Private Sector Productivity

Indicator: Amount of private financing mobilized with a DCA guarantee

Agriculture

Program Element: Agriculture Sector Productivity

Indicator: Number of agriculture-related firms benefiting directly from USG supported interventions

Program Element: Agriculture Enabling Environment

Indicator: Number of Policy Reforms Analyzed with USG Assistance

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

- (a) 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.

(b) 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) The Mission expects offerors to propose how a Grants under Contract (GUC) program would operate, based on the Statement of Work. The GUC 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 CORE program. Refer also to Section H.17.

d) Crisis Modifier -- The contractor should demonstrate to USAID their ability to respond quickly in situations of escalating conflict. Refer to Section C., Component 2.8 (page C-22).

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, preferably in Asia. 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 positions described below are key personnel positions. Experience with implementing peace building or conflict response programs in conflict affected countries is essential for both positions. None of the key personnel positions under the contract require possession of U.S. citizenship. However, the candidates must demonstrate the ability to administer this requirement in an unbiased and neutral manner which promotes reconciliation.

- a) **The Chief of Party (CoP)** must have at a minimum an undergraduate degree in business, finance, economics, international development or a related field. The proposed candidate must also have at least five years experience as Chief of Party or Deputy Chief of Party for economic growth programs. Knowledge of programming in conflict affected countries is essential. Knowledge and experience of program design and implementation of field based programs is an advantage. This person will be based in Colombo, Sri Lanka.
- b) **The Deputy Chief of Party (DCoP)** must have at a minimum an undergraduate degree in business, finance, economics, international development or a related field. The proposed candidate also must have at least five years experience with implementing peace building or conflict response programs. A minimum of two years of the five years must have been in a key personnel or similarly important position of a program in a conflict affected country. Experience in the management of field based programs is essential. This person will be based in the Ampara District.

The following minimum number of non-key positions must 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 all three languages (English, Tamil and Sinhala) are more advantageous than those fluent in only two languages (English and Tamil or Sinhala). 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 (Agri-Business/Marketing):** An undergraduate degree in business, marketing or economics and a minimum of ten years work experience in agricultural business development and marketing is required. Experience in agri-based value-chain development, including establishing market-linkages, is preferred. Work experience in the north and east of Sri Lanka is required.
- d) **Senior Program Manager (Livelihood Development):** An undergraduate degree in finance, business, community development or in a relevant field is required. A minimum of ten years work experience in livelihood programming is essential. The proposed candidate must have experience and a strong understanding of community-based livelihood development in Sri Lanka. Work experience in the north and east of Sri Lanka is required.
- e) **Senior Program Manager (Workforce Development):** An undergraduate degree in education, workforce development or in a relevant field is required. A minimum of ten years work experience in workforce development in Sri Lanka is essential. Work experience in the north and east of Sri Lanka is required.
- f) **Senior Grants 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 to the Chief of Party, the proposed candidate must demonstrate leadership skills and show the ability to lead a team of assistant grant managers. Leadership skills must include the ability to train and supervise the assistant grant managers.

3. “CONTRACTOR PERFORMANCE INFORMATION” [See Section M.2.]

(a) The offeror (including all partners of a joint venture) must provide performance information for itself and each major subcontractor (one whose proposed cost exceeds 10%.) of the offeror’s total proposed cost) in accordance with the following:

1. List in an annex to the technical proposal up to 5 of the most recent and relevant contracts for efforts similar to the work in the subject proposal. The most relevant indicators of performance are contracts of similar contract types, type of work, scope of work, complexity/diversity of tasks, skills and expertise required and the currency of the performance.
2. Provide for each of the contracts listed above a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, and a description of the performance to include:
 - Scope of work or complexity/diversity of tasks,
 - Primary location(s) of work,
 - Term of performance,
 - Skills/expertise required,

- Dollar value, and
- Contract type, i.e., fixed-price, cost reimbursement, etc

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

(b) If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken*.

* Required by FAR 15.305(a)(2)

(c) Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work. This information is not included in the page limitation.

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

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

(2) As part of the evaluation of performance in Section M.2 of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and prior contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size and value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract(s).

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

(A) Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar SB incentive programs set out in your contract(s) and explain any mitigating circumstances if goals were not achieved.

(B) To supplement the narrative summary in (A), provide 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 3 years.

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

[End of provision]

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) 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.

ADDITIONAL INSTRUCTIONS FOR PREPARATION OF THE COST PROPOSAL**a. Definitions**

1. Annual Salary: The annual salary of an employee is that individual's basic (unburdened) compensation exclusive of fringe benefits, travel incentives, housing allowances, differentials, or other bonuses.
2. Information Concerning Work-Day, Work-Week, and Paid Absences
 - (a) The offeror and each proposed major subcontractor shall indicate the number of hours and days in its normal work-day and its normal work-week, both domestically and overseas, for employees and consultants. In addition, the offeror and each proposed major subcontractor shall- indicate how paid absences (US holidays, local holidays, vacation and sick) shall be covered.
 - (b) The offeror and major subcontractors shall describe their work day and work week policies.
 - (c) The work day and work week policies and the method of accounting for paid absences for the offeror and major subcontractors will be incorporated into the contract in Section B.

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.
5. The total unit price of CLIN 001 (Component 1) must be at least \$673,000 however it should not exceed \$1,300,000 in total price.

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.

For purposes of comparison in the evaluation process, offerors must provide the cost proposal inclusive of the following summary format.

<u>COST ELEMENT</u>	<u>AMOUNT</u>
Total Direct Labor	
Salary and Wages	\$ _____
Fringe Benefits	\$ _____
Consultants	\$ _____
Travel, Transportation, and Per Diem	\$ _____
Equipment and Supplies	\$ _____
Allowances	\$ _____
Subgrants	\$ _____
Crisis Modifier	\$ <u>300,000.00</u>
Participant Training	\$ _____
Other Direct Cost	\$ _____
Overhead	\$ _____
G&A	\$ _____
Material & Handling Overhead	\$ _____
Total Estimated Cost	\$ _____
Fixed Fee	\$ _____
Total Estimated Cost Plus Fixed Fee	\$ _____

NOTE 1: All indirect rates offerors propose (in the above budget format) must match those ceiling rates proposed in Section B.6. The fixed fee proposed must match the fixed fee ceiling proposed in Section B.3.

NOTE 2: Some offerors may not have indirect cost pools, which allocate costs in the manner identified above. For those items which the offeror does not utilize to allocate indirect costs, please identify in the proposal that these categories are not applicable.

NOTE 3: For further clarification, the following budget line items include the costs as listed:

- (a) Allowances – post differential, danger pay, housing for resident expatriates and TCN's, relocation expenses, education allowances, other related allowances.
- (b) Participant Training – travel, per diem, and M&IE expense, tuition and fees for foreign nationals to receive training/education in a location which is outside of their country of residence.
- (c) Other Direct Costs – bank fees, courier services, phone and fax, Internet services, books and periodicals, visa expenses, office rental, office utilities, office cleaning and maintenance.

The cost proposal shall follow the budget format stated above, including the major budget line items, as set forth in Section B.4, 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 above. The contractor shall provide an electronic copy of all spreadsheets supporting the cost proposal in a format compatible with MS Excel.

d. Cost Realism.

The Offeror's proposal is presumed to represent its best effort to respond to the solicitation.

L.10 ESTIMATED RANGE

The total estimated range for the contract (including approximately \$5,000,000 in local Sri Lankan currency, all Base Period CLINs and the two Option Periods) is from \$19,000,000 to \$20,000,000. The estimated range for Option Period 1 is US\$1,850,000 to 2,000,000 for Option Period 1. Similarly the estimated for Option Period 2 is US\$1,850,000 to 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.

L.11 INSTRUCTIONS FOR THE PREPARATION OF THE BRANDING AND MARKING PLANS:

In accordance with Section D of this solicitation, the apparent successful Offeror, upon request of the Contracting Officer, will submit and negotiate a Branding Implementation Plan (BIP) and a Marking Plan (MP). The BIP will be included in and made a part of the resultant Contract. The BIP will be negotiated within the time that the Contracting Officer specifies. Failure to submit and negotiate a BIP will make the Offeror ineligible for award of a contract. The apparent successful Offeror must include all estimated costs associated with the Branding Implementation Plan and the Marking plan of the project.

Offeror(s) should submit a preliminary BIP and MP (not to exceed two pages) as a separate annex to the cost proposal. The BIP and MP will not be a part of the technical evaluation. Offerors will be required to submit formal and detailed Branding Implementation Plan and Marking plans for final review before award, or in the competitive range if one is established.

Branding Implementation Plan (BIP):

A Branding Implementation Plan must be developed by the successful Offerors. It shall describe how the program will be communicated to the beneficiaries and promoted to host-country citizens. It will outline the events and materials the contractor will use to deliver the message that the assistance is from USAID.

More specifically, Branding Implementation Plan must address the following:

1. How to incorporate the message, “This assistance is from the American People,” in communications and materials directed to beneficiaries, or provide an explanation if this message is not appropriate or possible.
2. How to publicize the program, project, or activity in Sri Lanka and a description of the communications tools to be used. Such tools may include the following: press releases, press conferences, media interviews, site visits, success stories, beneficiary testimonials, professional photography, PSAs, videos, web casts, e-invitations, or other e-mails sent to group lists, such as participants for a training session blast e-mails or other Internet activities, etc.
3. The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the three donors, or an explanation if this is not appropriate or possible. Such milestones may be linked to specific points in time, such as the beginning or end of a program, or to an opportunity to showcase publications or other materials, research findings, or program success. These include, but are not limited to, the following: launching the program, announcing research findings, publishing reports or studies, spotlighting trends, highlighting success stories, featuring beneficiaries as spokespeople, securing endorsements from partner municipalities, ministry or local organizations, promoting final or interim reports, and communicating program impact/overall results.

Marking Plan (MP):

USAID’s policy is that programs, projects, activities, public communications, or commodities implemented or delivered under contracts and subcontracts exclusively funded by USAID are marked exclusively with the USAID Identity. However, since this contract is bilaterally funded by three donors, the Marking Plan shall be developed to enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with the identity of the three donors. Where applicable, a host-country symbol or ministry logo may be added.

The “CORE” logo will be maintained under the new project, and is provided as a linked attachment. The phrasing “CORE” is necessary to differentiate separate projects, contracts, and contractual relationships, but this should not be overly visible to the outside world.

Except for the manufacturer’s trademark on a commercial item, *the corporate identities or logos of contractors or subcontractors are not permitted on USAID-funded program materials and communications*. Please refer to ADS section 320.3.2.4 that describes what the Marking Plan must address. Note that marking is not required for Contractors’ offices, vehicles, and other non-deliverable items.

[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 evaluated by the method described in this Section.

(c) The criteria below are presented by major category, with descending 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 technical review committee (TEC) established under the direction of the Regional Contracting Officer will evaluate proposals. The TEC 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 descending order of importance** with significant evaluation factor 'Technical Approach' being the most importance significant technical factor. The relative weights of sub-factors under each significant technical evaluation factor are of equal unless specifically stated otherwise below.

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 : (50 points) [See Section L.7]**

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 comprehensiveness and logical approach to the Award Monitoring Plan (and how it will lead to the post-award Performance Monitoring Plan) as described in Section L.7.

B. PERSONNEL: (29 points)

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 relevant past experience of the Chief of Party (COP), Deputy Chief of Party (COP), and other non-key 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.

C. PAST PERFORMANCE: (21 points) [See Section L.7.]

(a) Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided in Section L.7 of this RFP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror's performance.

(b) If the performance information contains negative information on which the offeror has not previously been given an opportunity to comment, USAID may provide the offeror an opportunity to comment on it prior to its consideration in the evaluation, and any offeror comment will be considered with the negative performance information.

(c) USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant or more current.

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

- (1) Quality of product or service, including consistency in meeting goals and targets: 3
- (2) Cost control, including forecasting costs as well as accuracy in financial reporting: 3
- (3) Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient completion of tasks: 3
- (4) Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including coordination among subcontractors and developing country partners, cooperative attitude in remedying problems, and timely completion of all administrative requirements: 3
- (5) Customer satisfaction with performance, including end user or beneficiary wherever possible: 3
- (6) Effectiveness of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified: 3

(7) Prime offerors who are not small business concerns will be evaluated on their performance in using U.S. small business concerns as subcontractors, joint ventures, and in other teaming arrangements: 3

Total Weight for Performance Evaluation 21

(f) In cases where 1. an offeror lacks relevant performance history, 2. information on performance is not available, or 3. an offeror is a member of a class of offerors where there is provision not to rate the class against a sub factor, then the offeror will not be evaluated favorably or unfavorably on performance. The "neutral" rating assigned to any offeror lacking relevant performance history is a score commensurate with the percentage of points received vs. possible points*. An exception to this neutral rating provision: the non-small businesses prime with no history of subcontracting with small business concerns. Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an offeror's performance.

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

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.

M.3 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

(a) The competitive range of offerors with whom negotiations will be conducted (if necessary) will be determined by the contracting officer pursuant to FAR 15.306(c). A competitive range determination (if necessary) may take place at any point in the evaluation process.

(b) Offerors are advised that, in accordance with FAR 52.215-1, if the contracting officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.4 CONTRACTING WITH SMALL BUSINESS CONCERNS

USAID encourages maximum participation of small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, women-owned small businesses, small disadvantaged businesses, and HUBZone small businesses. Accordingly, every reasonable effort will be made to identify and make use of such organizations. If, after evaluating all offers, USAID concludes that two or more offers are in effect equally eligible to be selected for the award, then the offer that provides the greater, most varied, and most realistic use of all the categories of small business concerns will be determined to be the best value offer and will be selected for award.

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: Libya, Cuba, Iran, North Korea, and Syria

(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*, P!alta, Moldova, Monaco, Mongolia, Montenegro*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

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

ATTACHMENT 2

USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

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

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

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

14. EMPLOYMENT HISTORY

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

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

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

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

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

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

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

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

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

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

INSTRUCTION

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

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

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

3. General professional proficiency

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

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

4. Advanced professional proficiency

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

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

5. Functional native proficiency

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

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

PAPERWORK REDUCTION ACT INFORMATION

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

PAPERWORK REDUCTION ACT NOTICE

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

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

ATTACHMENT 3
SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

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

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

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

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Standard Form - LLL-A

ATTACHMENT 4

CERTIFICATE OF CURRENT COST OR PRICING DATA

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

FIRM _____

SIGNATURE _____

NAME _____

TITLE _____

DATE OF EXECUTION*** _____

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

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

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