



# USAID | SOUTHERN AFRICA

## Regional Acquisition and Assistance Office

Date Issued: April 21, 2009  
Closing Date: June, 10, 2009  
Closing Time: 4:00 p.m. COB Pretoria Time

### **SUBJECT: REQUEST FOR PROPOSALS (RFP) No.: 674-09-22 TUBERCULOSIS PROGRAM IN SOUTH AFRICA**

The United States Government, represented by the U.S. Agency for International Development (USAID)/Southern Africa/Office of Acquisition and Assistance, intends to award a five-year contract to develop and implement a program to strengthen the South African Department of Health's tuberculosis (TB) program and to work closely with the National, Provincial and District Departments of Health and non-governmental organizations (NGOs).

You are invited to submit a proposal in accordance with the requirements of the enclosed RFP No. 674-09-22. Proposals must be received by the Government no later than the local time on the due date stated above and in the RFP.

All Amendments to this solicitation will be made available through the Government homepage at <http://www.fbo.gov>. It is the offeror's responsibility to check this site periodically for official updates and amendments to the solicitation. This solicitation in no way obligates USAID to award a contract, nor does it commit USAID to pay any cost incurred in the preparation and submission of a proposal in response hereto. Furthermore the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government.

Offerors are encouraged to read the entire solicitation, which includes all pertinent technical sections and the terms, conditions and instructions required for submitting a proposal. By email only please submit all questions about this RFP no later than May 8, 2009 at 12:00 Noon (Pretoria time) to [fdossantos@usaid.gov](mailto:fdossantos@usaid.gov) with a copy to [mzhou@usaid.gov](mailto:mzhou@usaid.gov). Oral instructions, answers or guidance from any USAID source prior to the award of the contract shall not be binding.

Sincerely,

(signed)  
Martin R. Fischer  
Contracting Officer  
USAID/Southern Africa  
Office of Acquisition and Assistance  
100 Totius Street, Groenkloof  
Pretoria, South Africa  
Tel: (+ 27-12-452-2166)  
[mafischer@usaid.gov](mailto:mafischer@usaid.gov)

		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE OF 1		PAGES 85	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 674-09-22		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED April 21, 2009			
7. ISSUED BY U.S. Agency for International Development/ Southern Africa Office of Acquisition and Assistance 100 Totius Street Pretoria, South Africa		CODE		8. ADDRESS OFFER TO (If other than Item 7) U.S. Agency for International Development/ Southern Africa Office of Acquisition and Assistance 100 Totius Street Pretoria, South Africa					

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

### SOLICITATION

9. Sealed offers in original and Six copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in \_\_\_\_\_  
 \_\_\_\_\_ 4:00 p.m. (COB)  
 (Hour) (Date) June 10, 2009

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. FOF USAID/Southern Africa		A. NAME Martin Fischer		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. +27-12-452-2166		C. E-MAIL ADDRESS mafischer@usaid.gov	
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### OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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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)
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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
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### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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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
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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**Section B**

**PART I – THE SCHEDULE**

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.1 PURPOSE**

The purpose of this contract is to provide technical assistance and services as described in detail in Section C, Statement of Work for the implementation of the South Africa Tuberculosis (TB) Program.

**B.2 CONTRACT TYPE**

This is a Cost-Plus-Fixed-Fee (CPFF) term contract. For the consideration set forth below, the Contractor shall provide Level of Effort as described in Section F.5.

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

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

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

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

**B.4 CONTRACT LINE ITEM NUMBERS**

For CLIN 0001, Management and Administration, as described in Section C.5 (a) , the estimated cost for the performance of the work required, exclusive of fixed fee, if any, is \$\_\_\_\_\_. The fixed fee, if any, is \$\_\_\_\_\_. The estimated cost plus fixed fee, if any, is \$\_\_\_\_\_.

For CLIN 0002, Technical Services, as described in Section C.5 (b), the estimated cost for the performance of the work required, exclusive of fixed fee, if any, is \$\_\_\_\_\_. The fixed fee, if any, is \$\_\_\_\_\_. The estimated cost plus fixed fee, if any, is \$\_\_\_\_\_.

These amounts may not be adjusted without a written modification signed by the Contracting Officer. No amounts in excess of the amounts specified for each CLIN shall be billed against the Contract.

**Section B**

**B.5 INDIRECT COSTS**

Pending the establishment of a 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\* Period\*\* Rate Base\*\*\***

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

\*\* Period, e.g., CY 2009

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

**B.6 COST REIMBURSABLE**

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

**B.7 PAYMENT OF FIXED FEE**

Payment of fixed fee, subject to FAR 52.216-8, may be made upon receipt of a proper invoice. Subject to FAR 52.216-8, Fixed Fee, if applicable, payment of fixed fee shall be allocated based upon the proportion of the labor specified in F.5 for CLIN 0001 and CLIN 0002 that was provided by the contractor in the period covered by the invoice. Normally, the contractor will be paid the proportion of the fee specified for CLIN 0001 and CLIN 0002 that corresponds to the proportion of labor delivered by the Contractor under each CLIN during the period covered by the invoice. In the event that the Contractor does not provide the total LOE stipulated in Section F.5, the total amount of fixed fee under one or both CLINs will be reduced in similar proportion.

Section C

**SECTION C- DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C.1 OBJECTIVE**

USAID/South Africa's key strategic objective is to assist the South African Government (SAG) to reduce the impact of HIV/AIDS and to provide better health care for historically disadvantaged South Africans. The mission's strategic TB program is in line with the National Tuberculosis Strategic Plan for South Africa, 2007-2011, which has the following strategic objectives:

- To strengthen the implementation of the DOTS strategy;
- To address TB and HIV, MDR and XDR-TB;
- To contribute to health systems strengthening;
- To work collaboratively with all care providers;
- To empower people with TB as well as communities;
- To coordinate and implement TB research; and
- To strengthen infection control

**C.2. BACKGROUND**

The following provides relevant background information regarding Tuberculosis (TB) in South Africa and USAID's previous efforts with respect to TB in South Africa.

*C.2.a Tuberculosis in South Africa*

South Africa is ranked 4<sup>th</sup> among the world's 22 high burden countries that contribute approximately 80% of the total global burden of all TB cases, according to the World Health Organization (WHO). The estimated incidence of all types of TB in South Africa increased from 338 patients per 100 000 in 1998 to 940 patients per 100 000 in 2006. The total number of cases is expected to increase over the next few years to 2011 due to the HIV/AIDS epidemic. TB is the number one killer of adults in South Africa, with nearly half of all TB patients HIV positive. During the past ten years the incidence of tuberculosis has increased, in parallel to the increase in the estimated prevalence of HIV in the adult population. This has resulted in the increasing recognition of the problems posed to public health by TB.

HIV/AIDS is fueling the TB epidemic in South Africa. The cure rates and treatment success rates have gradually increased over the last five years from 50% in 2001 to 58% in 2005 and from 60% in 2001 to 71% in 2005 respectively. The defaulter rates remain high creating a barrier to achieving the targets for treatment success and cure and increasing the potential for drug resistance.

Further exacerbating the TB epidemic is the evolution of multi-drug resistant (MDR) and extensively drug resistant (XDR) strains of TB. MDR-TB and XDR-TB are man-made problems due primarily to non-adherence to treatment schedules, and incomplete or inappropriate treatment with one drug. Also failure of the health system to adequately deal with patients who have TB is contributing to the problem. The extent of XDR-TB and the magnitude of the problem have serious public health consequences, not only for South Africa, but for the whole African region as well as globally. The NTCP found a considerable under-detection of cases. In order to reduce and prevent further spread and development of MDR and XDR-TB cases, the TB program needs to be strengthened.

**Section C**

South Africa's TB Directorate has identified inadequate human resources, institutional capacity and financial resources, along with a need for improved quality of data collection (recording and reporting) as key challenges to the country's TB program. In order to expand DOTS, the public sector needs to form public/private partnerships, engage and work with nongovernmental organizations (NGOs) and community-based organizations (CBOs), and place more emphasis on advocacy and provision of information, education and communication (IEC) to the public in order to decrease stigma and improve health seeking behavior.

*C.2.b USAID/South Africa's TB Program*

USAID support for South Africa's National TB Control Program (NTCP) began in 1998 through the EQUITY Project in Eastern Cape Province and expanded to nationwide coverage in 1999. Currently, USAID-supported activities are being implemented in 12 districts, 31 sub-districts, and 659 facilities in five provinces. While USAID assistance focuses primarily on the community, district, and provincial levels, it also helps the national health system confront the pressures exerted by HIV and AIDS by strengthening critical health systems, such as information, supervision, and TB management systems. Through its partners, USAID's assistance addresses capacity building, sustainability, quality of care, integration, and coordination. USAID also receives PEPFAR funds for TB/HIV activities.

**C.3 KEY RESULTS AND INDICATORS**

The Contractor shall work with the Department of Health and, in consultation with international health organizations, develop and track generally accepted indicators, including the relevant indicators from the national strategic plan for TB that measure the progress towards achieving target results. Specifically, indicators should measure case detection, cure rates, adherence/compliance and DOTS expansion and effectiveness.

The following indicators, which are also WHO standard indicators, should be adhered to:

- Increase the treatment success rate to 85% at the national or sub-national level;
- Increase case detection rates to 70%;
- Increased and improved human resource capacity to support DOTS at all levels – host countries, US partners and globally;
- Progress in the development and dissemination of new tools and approaches (includes diagnostics, treatment, operations research, TB and HIV/AIDS co-infection, and management of patients with multi-drug resistant TB); and
- Improved quality, availability and use of reliable data on TB and DOTS program performance, both globally, and in selected countries.

**C.4 GENERAL PROGRAM PARAMETERS AND REQUIREMENTS**

The following general guidance is provided. Guidance is provided with respect to the development focus, geographic focus program management and gender. These parameters and requirements apply to the overall performance of the Contract.

**Section C**

*C.4.a Development Focus*

The services and tasks provided under the Contract support the strategic objectives set forth in Section C.1 above. To contribute towards achieving these objectives, the Contractor will focus on providing assistance in strengthening TB care initiatives at the district and municipal level, as well as strengthening the health system to manage the pressures exerted by the HIV and AIDS epidemic. While the program's principle focus will be at the district, municipal, provincial and community levels, USAID will continue to provide assistance at the national level to strengthen critical health systems (e.g. information, supervision and TB management). Emphasis will be placed on the key themes of USAID's TB program which include capacity building; sustainability; quality of care; and integration and coordination.

*C.4.b Geographic Focus*

The services and tasks provided under the Contract will support efforts in all nine (9) provinces. However, special focus will be given to the South African National Department of Health and the following provincial Departments of Health: Eastern Cape, Mpumalanga, Northwest, KwaZulu-Natal and Limpopo, including the South African Government's 18 priority districts. The geographic focus of the program is driven primarily by three criteria: (1) the provinces and districts where USAID/SA is currently providing assistance; (2) the provinces and districts with high HIV/AIDS and TB prevalence levels; and (3) provinces with the greatest degree of poverty, and thus greatest reliance on the public health system. The targeted geographic areas track closely with the Department of Health's (DOH) provincial priorities, including 18 priority districts, and are generally the poorest, most historically disadvantaged areas of the country. At the written direction of USAID, the choice of intervention areas and populations may be further refined and guided by DOH priorities, as well as by the opportunities to expand USAID relationships with current partner organizations.

*C.4.c Program Management*

Technical direction will be provided by the Contracting Officer's Technical Representative (COTR) from the Health Team. The COTR will be designated in a separate letter by the Contracting Officer. Technical direction is defined in Section G.6 herein and, in order to be binding, all technical direction must be in writing from the COTR. However, in addition to the COTR, it is recognized that other individuals, both within USAID and other USG agencies, will be involved in formulating general guidance and direction for USAID's TB effort in South Africa that will impact the services and tasks provided under the Contract.

The Strategic Coordinating Committee (SCC), formed from key staff from USAID, the South African Government's Department of Health ("DOH"), participating provincial health departments, as well as other partners operating within the public health sector will monitor the project to ensure that activities continue to address SAG priorities and are in line with Tuberculosis Strategic Plan For South Africa, 2007-2011.

*C.4.d Gender Considerations*

Services and activities conducted under the Contract should take into account the impact of gender on the TB issue in South Africa. Specifically, activities conducted must recognize that the fact that women are more likely to seek earlier testing and treatment of TB on their own initiative than men is critical to the success of this program. USAID encourages public-private partnerships with companies with predominantly male workforces, including, but not limited to, the mining industry, to include TB testing and treatment as part of their workplace wellness programs to mitigate this problem.

Section C

**C.5 SERVICES AND TASKS REQUIRED**

The Contractor will provide the services and deliverables specified below. In addition to the management and administrative requirements specified in Section C.5(a), the technical component of the work is broken into the following four program areas: (1) Improved Quality of TB Services; (2) Increased Availability of TB Treatment; (3) Increased Demand for TB Treatment; and (4) Improved Management of TB Support Systems. With respect to the two Contract Line Item Numbers (CLINs) identified in Section B.4 and Section F.5 of the Contract, the correspondence between the CLINs and the Statement of Work is as follows:

<u>CLIN</u>	<u>Title</u>	<u>SOW Section</u>
CLIN 0001	Management and Administrative	Section C.5(a)
CLIN 0002	Technical Services	Section C.5(b)

In general, services and deliverables will be provided to achieve the results specified in Section C.3 above. Further guidance on the services and activities required for each of the four program areas are specified below in Section C.5.b. Specific services, activities and deliverables required will be established in the annual and work plans approved by the Contracting Officer's Technical Representative and, when necessary, through modifications to work plans approved in writing by the Contracting Officer's Technical Representative. Such technical direction must be consistent with all of the terms and conditions of the Contract and the determinations of the Contracting Officer.

*C.5(a) Management and Administrative Services*

The Contractor will provide all general management and administrative support necessary to perform the Contract. The services authorized by this section include, but are not limited, to:

1. Overall management and administration of the Contract, including both expatriate and home office support and administrative services. The Contractor will provide both the key personnel specified in the Contract and additional personnel, both long-term and short-term, necessary to meet recurring general management and administrative support needs under the Contract.
2. The Contractor shall procure or lease necessary facilities, supplies and services as necessary to perform the Contract.
3. General advice regarding planning for the contract. As discussed below in more detail, work plans are required.
4. Oversight, quality control and general technical support of all services and deliverables provided pursuant to the Contract.
5. Provide and assure the proper, efficient and uniform use of modern management and administration, accounting practices, information technology (IT), communications, reporting, human resource management, property control, security, records and other administrative processes and systems required under the Contract.
6. Manage the overall database and reporting needs of the program as specified in the Contract and developed in work plans in conjunction with the Contracting Officer's Technical Representative. Specifically, the Contractor will be required to devote staff time including training staff, to input the data necessary into both the South Africa PEPFAR Team's Data Warehouse and USAID's TRAINET system. The Contractor will also have

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to provide data and other information, including narratives, for the South Africa PEPFAR Team's semi-annual and annual reports, as well as for *ad hoc* information and data requests.

7. Manage and administer a small grants program pursuant to Section H.19 and as developed in the work plans required in C.6(a) below.

*C.5(b) Technical Services*

As specified above, the overall goal of this contract is to help achieve strategic goals relating to the treatment of TB in South Africa and, specifically, to achieve the results set forth in Section C.3 above. In general, the Contractor is expected to conduct following activities and provide services during the period of performance of the Contract related to:

- Support the strengthening of all components of DOTS;
- Strengthen training capacity at national and provincial levels;
- Support ACSM initiatives;
- Improve Provincial capacity to manage TB programs;
- Support Operations Research;
- Support and improve TB surveillance;
- Support and improve activities related to drug-resistant TB.
- Support coordination and collaboration between HIV and TB national programs; and
- Support approaches to expand involvement of private providers and non-government organizations (NGOs) in DOTS to help extend access to, and quality of, TB services.

The services provided under this contract will focus on achieving improvements in the following four program areas. A list of illustrative activities is also included for each area.

**1. *Improved quality of TB services***

Illustrative activities to ensure the quality of services include strengthening of all components of DOTS and ensuring that up-to-date policies are in place, and conducting operational research. The components of DOTS would include political commitment with increased and sustained financing, case detection through quality-assured bacteriology, standardized treatment with supervision and patient support, active drug supply and management system and monitoring and evaluation system and impact measurement. Such work would promote the NTCP's strategies as outlined in the Tuberculosis Strategic Plan for South Africa, 2007-2011.

**2. *Increased availability of TB treatment***

Illustrative activities to increase availability of TB treatment include training of staff at district level on TB management, and supporting the expansion of existing TB services. These activities would promote the NTCP's strategies of a) good access to quality-assured tuberculosis sputum microscopy for case detection among persons presenting with symptoms of tuberculosis, screening of individuals with prolonged cough and special attention to case detection among high-risk groups including HIV infected and institutionalized persons, b) reduce the national MDR and XDR TB rates, c) strengthening recording and reporting system enabling outcome assessment of each patient and assessment of the overall program performance, and d) linking TB patients to VCT services and referral of VCT clients for screening for TB

**Section C**

and ensure treatment of those found to have TB. The activities will also include addressing transport system to improve sputum turn-around-time, and will also expand available DOTS system in high burdened rural, urban and peri-urban communities.

**3. *Increased demand for TB treatment***

Support for illustrative activities to increase demand such as the development of appropriate advocacy campaigns for public and with mass media, increasing advocacy, communication and social mobilization (ACSM), stronger promotion of World TB Day, develop combined and separate TB and HIV/AIDS ACSM campaigns including targeted messages. Such work would promote the NTCP's strategies to improve and increase ACSM, and promote TB and HIV program collaboration. It would also improve case detection and treatment compliance and adherence.

**4. *Improved management of TB support systems***

Improved management activities would support activities considered 'essential' points to any program, which include labs, drugs, and capable staff to support treatment as well as other activities that support logistical and broader management activities. To achieve this, illustrative work could include improving labs and their diagnostic services, improve drug tendering, management and logistics systems, and also to strengthen program management at national, provincial and district levels.

**C.6 REPORTS AND DELIVERABLES**

The following reports and plans are required. All of the reports and plans specified below fall within CLIN 0001, Management and Administrative, described in C.5(a) above. All costs directly associated with these reports and plans should be billed to CLIN 0001. Deliverables will be required under CLIN 0002, Technical Services, but these deliverables will be specified in the work plans discussed below that will be developed during program implementation.

*C.6(a) Work Plans*

Annual work plans and a five-year overall life-of-program work plan are required. For the first year, the Contractor shall begin working on the annual work plan for Year 1 of the Contracting and the life of program work plan as soon as possible. These plans must be completed on the following schedule:

1. Draft work plans submitted by the Contractor no later than 70 days after the effective date of the Contract;
2. USAID provides comments on draft work plans no later than 80 days after the effective date of the Contract; and
3. Final work plans submitted for approval by USAID no later than 90 days after the effective date of the Contract.

For the four subsequent years, the annual work plans and any updates to the life of program work plan must be completed on the following schedule:

1. Draft work plans submitted by the Contractor no later than 35 days before the anniversary date of the Contract;

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2. USAID provides comments on draft work plans no later than 25 days before the anniversary date of the Contract; and
3. Final work plans submitted for approval by USAID no later than 15 days before the anniversary date of the Contract.

The annual work plans should provide sufficient detail to provide a working guide to the activities, services and deliverables that will be provided by the Contractor during the year. It should describe the services and deliverables required, all activities planned, and their sequence and time frames. The five-year, overall life-of- program work plan shall provide the same information for the entire five-year period of performance for the Contract. The overall life-of-program work plan shall be updated annually on the schedule above to describe any and all recommended changes and modifications to services, activities or deliverables.

The details and format of the annual work plans should be determined through consultations between the Contractor and Mission staff, led by the Contracting Officer's Technical Representative. The COTR shall determine the final content and format for the work plans. In order for a work plan to be considered completed as required by this section, it must be approved by the COTR in writing.

The purpose of the work plan is to authorize the specific services, activities and deliverables that the Contractor will perform and bill under CLIN 0002, Technical Services (the work plans will not cover Management and Administrative services under CLIN 0001). Any technical services required in the first 90 days before the initial work plans are approved shall be authorized **in writing** by the COTR and incorporated into the first annual work plan. Because unforeseen changes will occur during the course of a year, a work plan may be modified during the year with the approval of the COTR. The COTR shall approve any modifications to the work plans **in writing**.

*C.6(b) Monitoring and Evaluation Plans*

The Contractor will prepare a Monitoring and Evaluation (M&E) Plan. This plan shall consist of annual M&E plans plus a five-year life-of-program M&E plan (along with annual updates if needed). The schedule for the M&E Plans is the same as for the work plans as specified in Section C.6(a) above. The M&E Plans are not considered completed until they are approved in writing by the COTR.

The M&E Plans will specify all targets and results, output/milestone and performance indicators against which the results achieved by the Contractor will be measured. Updates to the five-year, overall life-of-program M&E Plan shall include any changes to or modification in targets and results, and output and performance indicators. The details and format of the annual M&E plans should be determined through consultations between the Contractor and Mission staff, led by the Contracting Officer's Technical Representative. The COTR shall determine the final content and format for the M&E plans.

*C.6(c) Quarterly Progress Reports*

Quarterly progress reports must be submitted no later than the tenth (10<sup>th</sup>) day after the completion of each quarter. These reports will only be considered delivered when accepted by the COTR as containing the information required.

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Quarterly progress reports shall include a summary of current activities, presentation of problem areas and recommendations for resolving these problems and attendant schedules for their resolution and anticipated activities for the following quarter. These reports will also describe progress in implementing the program in accordance with the terms of the contract.

The quarterly progress report format will be determined by the COTR after consultations with the Contractor. Specifically, the report will contain, at a minimum, the following information:

- Progress (achievements) since the last report.
- Problems described in previous report solved or still outstanding and intentions to address outstanding problems.
- New problems encountered since previous report.
- Proposed solutions to outstanding and new problems.
- Plan for following quarter.
- Current data for output and performance indicators.
- Compelling individual-level success stories.
- Documentation of better practices that can be replicated or taken to scale.
- Annual Performance, Monitoring Reports (PMRs)
- Briefing: The Contractor shall brief the mission and the cooperating country officials on the principal activities, accomplishments and funding during the implementation period.

*C.6(d) Monthly Financial Reports*

Monthly financial reports must be submitted no later than the tenth (10<sup>th</sup>) day after the completion of each month. These reports will only be considered delivered when accepted by the COTR as containing the information required.

The monthly financial report will show, for the contract and each subcontract, cost to date, the budget estimate for the upcoming month, variations from previous estimates (should be highlighted on any spreadsheets and should be addressed in a narrative if significant) and the estimated cost to complete. Actual cost information shall be submitted in the format of the budgets submitted in the Contractor's cost proposal. The Contractor will track the level of funding available and utilized for sub-grants and the level of funding available and utilized for administrative support and oversight.

The financial report format will be determined by the COTR after consultations with the Contractor, except as specified above. Specifically, the report should contain at a minimum the following information:

- Total funds committed to date by USAID into the Agreement.
- Total funds expended by the Contractor to date, including a breakdown to the budget categories provided in the Contractor's cost proposal, with additional detail to be provided upon request by the COTR.
- Pipeline (committed funds minus expended funds)
- Funds and time remaining in the Award

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*C.6(e) Final Report*

In addition, a final report will be provided to USAID ninety days after the completion of the contract based on a format provided by USAID, the terms of the Contract and any applicable policies or guidance.

**Section D**

**SECTION D - PACKAGING AND MARKING**

**D.1 MARKING, AIDAR 752.7009 (JAN 1993)**

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

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

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

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

**D.2 BRANDING AND MARKING**

The Contractor shall comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 "Branding and Marking in USAID Direct Contracting" (version from January 8, 2007) at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID "Graphic Standards Manual" available at [www.usaid.gov/branding](http://www.usaid.gov/branding), or any successor branding policy.

The Branding Strategy for this contract is attached hereto as Attachment 6.

Section E

**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.

*FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)*

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

**E.2 INSPECTION AND ACCEPTANCE**

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at: the principle place of performance or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The COTR listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or output.

Section F

**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.

*FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)*

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	STOP-WORK ORDER ALTERNATE I	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991

**F.2 PERIOD OF PERFORMANCE**

The period of performance for this contract is from the effective date of the contract through \_\_\_\_\_.

**F.3 PLACE OF PERFORMANCE**

The Contractor shall perform the services described in Section C in South Africa and the United States as appropriate.

**F.4 PERFORMANCE STANDARDS**

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

**F.5 LEVEL OF EFFORT**

(a) For Contract Line Item 0001, "Management and Administration," as described in Section C.5(a), **although additional long-term and short-term labor will be necessary to perform this CLIN**, CLIN 0001 will be determined to be completed when five person-years of Chief of Party labor [as required by Section F.6(a) below] are delivered for the period specified in the clause, Period of Performance, above. Once this required level of effort for CLIN 0001 is provided, CLIN 0001 is completed.

(b) For Contract Line Item 0002, "Technical Services," as described in Sections C.5(b) , **although additional long-term and short-term labor will be necessary to perform this CLIN**, CLIN 0002 will be determined to be completed when 57,698 days of professional

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technical labor are delivered. This includes both long-term and short-term labor and both US and non-US labor. The precise positions that qualify as “professional technical labor” are based on the contractor’s proposal as accepted by the Contracting Officer, with any new positions being determined as professional technical labor based on the agreement of the Contracting Officer. This labor can be US, third country or South African staff and can be long or short-term labor. It should not include administrative positions such as the Deputy Chief of Party, Program Officer, HR Manager, Administrative Assistant, Administrative Manager, Grants Manager, Program Assistant or any other position that has the primary function of providing administrative support to the contract. Once this required level of effort for CLIN 0002 is provided, CLIN 0002 is completed.

**F.6 KEY PERSONNEL**

(a) The five key personnel whom the Contractor shall furnish for the performance of this contract are as follows:

*Chief of Party and four other positions to be specified by the offeror and incorporated into the contract at time of award.*

(b) The five key 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 Contracting Officer’s Technical Representative reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

Section G

**SECTION G - CONTRACT ADMINISTRATION DATA**

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

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

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

TOTAL EXPENDITURES (Document Number XXX-X-XX-XXXX-XX)			
Line Item	Description	Amt. Vouchered to Date	Amt. Vouchered this Period
0001	Management and Administrative for line Item 0002	\$XXXX.XX	\$XXXX.XX
0002	Technical Service For line item 0002	\$XXXX.XX	\$XXXX.XX
<b>Total</b>		<b>\$XXXX.XX</b>	<b>\$XXXX.XX</b>

(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

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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 Contracting Officer with authority to administer the contract is Martin R. Fischer at:

USAID/Southern Africa  
100 Totius Street  
P. O. Box 43 Groenkloof 0027  
Pretoria  
South Africa

**G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

The Contracting Officer's Technical Representative will be designated by the Contracting Officer by separate letter after contract award.

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**G.4 PAYING OFFICE**

The paying office for this contract is:

Office of Financial Management  
USAID/Southern Africa  
100 Totius Street  
P. O. Box 43 Groenkloof 0027  
Pretoria/South Africa

**G.5 ACCOUNTING AND APPROPRIATION DATA**

Budget Fiscal:  
Operating Unit:  
Strategic Objective:  
Team/Division:  
Benefiting Geo Area:  
Object Class:  
Amount Obligated: \$

**G.6 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 COTR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer's Technical Representative" with a copy furnished to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

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(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 COTR 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 COTR may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

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

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

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

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

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**G.7 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS, AIDAR 752.7005 (JAN 2004)**

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the **Contracting Officer's Technical Representative (COTR)**. 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 COTR, the Contractor shall submit, one copy each, of 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](mailto: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>.

(1) 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.

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(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.

Section H

**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.

*AIDAR 48 CFR Chapter 7*

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
752.7027	PERSONNEL	DEC 1990

**H.2 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS, AIDAR 752.225-70 (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 935 for services 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.

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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 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)**

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

(b) Exceptions:

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

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

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

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

**H.4 SALARY SUPPLEMENTS FOR HG EMPLOYEES, AIDAR 752.231-71 (OCT 1998)**

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

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

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**H.5 TRAVEL AND TRANSPORTATION, AIDAR 752.7002, PERSONNEL, AIDAR 752.7027, AND INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS, AIDAR 752.7032**

In accordance with the above clauses, the Contracting Officer hereby grants authority to the COTR to provide written approval of international travel, provided that such concurrence is within the terms of this contract, is subject to the availability of funds, all applicable regulations and policies and is not construed as authorization either to increase the estimated cost or the obligated amount of the contract, nor shall it be construed as a determination that any costs are allowable, allocable or reasonable. The Contractor shall retain for audit purposes a copy of each travel concurrence.

**H.6 PERSONNEL COMPENSATION, AIDAR 752.7007 (APR 2006) (pursuant to class deviation no. OAA-DEV-2006-02c)**

(a) Limitations

(1) The Contractor shall be responsible for managing staff levels and salaries for performance of this contract. All salaries and wages shall be commensurate with the position to be filled and may not exceed the Contractor's established policies, procedures and practices and the cost principles applicable to this contract. All changes and updates to the Contractor's personnel policies shall be submitted to the Contracting Officer.

(2) No salaries or wages reimbursed under this contract may exceed the maximum salary rate (annual, daily or hourly) of the USAID established rate for agencies without a certified SES performance appraisal system (AWCPAS)(also referred to as USAID Contractor Salary Threshold (USAID CST)) published at <http://www.opm.gov/oca/08tables/html/es.asp>, as amended from time to time, without prior written authorization of the Contracting Officer. The Contractor shall certify that the compensation for consultants, intermittent employees or other such individuals who are not full time employees of the Contractor or subcontractors, regardless of nationality, charged as direct cost to this contract is consistent with 1) individual's own established rates, stripped of benefits such as per diem and travel if packaged in the rate, as USAID generally pays these separately and 2) the market value of the position. The certification shall be supported with documentation to include AID form 1420, Biographical Data sheet. The Contractor shall retain a copy of each 1420 form for audit purposes and for periodic review by the Contracting Officer.

(b) Salaries and Wages for Third Country Nationals (TCNs) and Cooperating Country Nationals (CCNs)

(1) Reimbursable salaries and wages for TCNs and CCNs for employees shall not exceed, without specific approval by the Contracting Officer, the prevailing grade under the U.S. Government's Local Employee Compensation Plan (LECP) for CCNs of equivalent qualifications employed by the USAID/Southern Africa. Consistent with AIDAR 722.170, it is USAID policy that TCN/CCNs who are hired as local employees be compensated in the

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currency of the cooperating country, unless a Mission waiver has been obtained permitting compensation in dollars.

**(c) Annual Salary Increases**

Annual Salary increases, which include Cost of Living Adjustments, for Contractor's U.S. and TCN employees may not exceed those provided by the Contractor's established policy and practice. With respect to such employees performing work directly under this contract, USAID shall reimburse the Contractor for one annual salary increase of not more than 5% of the employee's base salary, subject to the Contractor's established policy and practice, either (1) after the employee's completion of each twelve -month period of satisfactory services under this contract (if the individual was not an employee of the Contractor prior to award of contract); or (ii) after the employee's completion of each twelve-month period of satisfactory job performance as an employee of the Contractor(if the individual was an employee of the Contractor prior to award of this contract) or (iii) at the regular time (not to exceed once per year) that the Contractor conducts employee performance reviews and provides salary increases.

Reimbursement for annual salary increases of any kind for U.S and TCN employees which exceed these limitations or which cause the employee to exceed the maximum rate for agencies without a certified SES Performance Appraisal system (AWCPAS) must have prior written approval of the Contracting Officer. Reimbursement for annual salary increases for subcontractor employees shall be in accordance with the Contractor's original proposal and final revisions which were accepted by USAID through the award of this contract.

**(d) Work Week**

The work week for overseas personnel shall not be less than the established practice of the Contractor. The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperating Country associated with the work of this contract.

**H.7 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)**

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

A list of these names can be found at the web site of the Office of Foreign Assets Control (OFAC) within the Department of Treasury. That web site is <http://treasury.gov/ofac>

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**H.8 USAID DISABILITY POLICY – ACQUISITION (DEC 2004)**

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: <http://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.9 REPORTING OF FOREIGN TAXES (DOS Section 579 Rev 10/09/2003)**

(a) Final Report. The Contractor must annually submit a final report by April 16 of the year following the end of the performance period.

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

(c) Definitions. For purposes of this clause: (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

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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: Office of Financial Management, USAID/Southern Africa 100 Totius Street Groenkloof, 0027, Pretoria/South Africa.

(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.10 INSURANCE AND SERVICES**

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  
Telefax: (703) 354-0370  
E-Mail: [www.rutherford.com](http://www.rutherford.com)

Points of Contact:  
Sue Summers or Diane Proctor  
(703) 813-6543

**H.11 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this solicitation is 935. As such, this procurement is open to all offers from USAID Geographic Code (Source, Origin and Nationality) 935 which include all countries, except for those designated by the US Government as foreign policy restricted countries. The current foreign policy restricted countries are as follows: Libya, Cuba, Iran, North Korea and Syria.

**H.12 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT**

The Contractor's subcontracting plan dated \_\_\_\_\_ is hereby incorporated as a material part of this contract. In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

USAID/Office of Small and Disadvantaged Business Utilization, Room 7.08 RRB  
Washington, D.C. 20523

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**H.13 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)**

Funds in this) may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences," <http://www.info.usaid.gov/pubs/ads/300/refindx3.htm> or as approved by the Contracting Officer.

**H.14 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

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

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

**H.15 CONSENT TO SUBCONTRACT**

Consent to subcontract to the organizations listed below that were proposed as part of the Contractor's management team will be deemed to be granted at the time of contract award, unless the Contractor is otherwise notified by the Contracting Officer in writing. Consent to subcontract will be required for all other subcontracts to the extent required by FAR Subpart 44.2.

**H.16 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES**

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

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**H.17 LOGISTIC SUPPORT**

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

**H.18 LANGUAGE REQUIREMENTS**

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

**H.19 GRANTS UNDER USAID CONTRACTS**

Under this contract the Contractor may execute grants on behalf of USAID. If the Contractor awards grants under this contract, the Contractor shall comply in all material respects with USAID's Automated Directives System (ADS) Chapter 303 (including mandatory and supplementary references) in awarding and administering grants, as well as the Code of Federal Regulations (CFR) 22 CFR 226 and 22 CFR 216.

In addition, the following requirements shall apply to the grants awarded by the Contractor under this contract:

- a. The total value of any individual grant to any US non-governmental organization shall not exceed \$100,000.00
- b. The Contractor shall only execute grants under the contract when it is not feasible to accomplish USAID objectives through normal contracts and grants awards executed by USAID because either the burden of executing a number of small grant activities is particularly difficult for the responsible USAID Mission or office, or the grant program is incidental and relatively small in comparison to other technical assistance of the Contractor.
- c. USAID shall be substantially involved in establishing selection factors and shall approve the selection of grant recipients. Unless otherwise directed by the Contracting Officer, the COTR shall have authority to approve the grant recipient selection.
- d. Requirements which apply to USAID-executed grants shall also apply to grants executed by the Contractor.
- e. USAID retains the right to terminate the grant activity (activities) unilaterally in extraordinary circumstances.
- f. The Contractor shall not execute or administer Cooperative Agreements on USAID's behalf.
- g. The Contractor shall close out all grants prior to the estimated completion date of this contract. The Contractor shall comply in all material respects with Contract Information Bulletin (CIB) 90-12 regarding grant close-out.

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### H.20 ENVIRONMENTAL COMPLIANCE

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

#### Environmental Compliance Guidelines

USAID anticipates that achieving environmental compliance and optimal development outcomes for the proposed activities will require environmental management expertise. Offerors to the RFP should therefore include their proposed approach to achieving environmental compliance and management, to include:

- The offeror's approach to developing and implementing an Environmental Mitigation & Monitoring Plan that incorporates the guidance from the approved Regulation 216 environmental documentation (the IEE or EA for this program or USAID Environmental Review Process for a grant under an award).
- The offeror's approach to providing necessary environmental management expertise, including examples of past experience of environmental management of similar activities.
- The offeror's budget should reflect the costs of implementing the environmental compliance activities. For the purposes of this solicitation, offeror(s) should include costs for environmental compliance implementation and monitoring in the appropriate cost elements of their proposal.

The Contractor, in collaboration with the USAID Contracting Officer's Technical Representative and the Regional Environmental Advisor or Bureau Environmental Officer, as appropriate, shall periodically review all ongoing and planned activities under this contract to determine if they are within the scope of approved Regulation 216 environmental documentation. This review should occur at least annually and immediately upon evidence or concern of non-compliance. The results of a compliance self-assessment and any joint reviews should be summarized in corresponding periodic reporting (semi-annual and annual reports).

Reports shall consider implementation of USAID environmental mitigation measures, "Best Practices" for Environmental Management, and new issues or conditions that may impact environmental compliance measures, and recommendations when appropriate for improving the effectiveness of mitigation measures and compliance. The Contractor's final report will include a specific section on the implementation of the Agency's environmental regulations (22CFR216), mitigation actions and their effectiveness throughout the life of the program.

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If the Contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments. Any activities discovered that fall outside the scope of the approved Regulation 216 environmental documentation shall be suspended until an amendment to the documentation is submitted and written approval is received from USAID.

### **Environmental Compliance Obligations**

*The contractor's environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this Contract. In addition, the Contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID.*

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

### **H.21 ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (ACQUISITION) (JUNE 2005)**

An organization that is otherwise eligible to receive funds under this contract to prevent, treat, or monitor HIV/AIDS shall not be required to endorse or utilize a multi-sectoral approach to combating HIV/AIDS, or to endorse, utilize, or participate in a prevention method or treatment program to which the organization has a religious or moral objection.

### **H.22 CONDOMS (ACQUISITION) (JUNE 2005)**

Information provided about the use of condoms as part of projects or activities that are funded under this contract shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled, "USAID: HIV/STI Prevention and Condoms. This fact sheet may be accessed at: [http://www.usaid.gov/our\\_work/global\\_health/aids/TechAreas/prevention/condomfactsheet.html](http://www.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condomfactsheet.html)

### **H.23 "PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ACQUISITION) (October 2007)"**

(a) This contract is authorized under the United States Leadership Against HIV/AIDS, Tuberculosis and Malaria Act of 2003 (P.L. 108-25). This Act enunciates that the U.S. Government is opposed to prostitution and related activities, which are inherently harmful and

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dehumanizing, and contribute to the phenomenon of trafficking in persons. The Contractor shall not use any of the funds made available under this contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b)(1) Except as provided in (b)(2) and (b)(3), as a condition of being awarded USAID funds for HIV/AIDS activities under this contract or subcontract, a non-governmental organization or public international organization the contractor/subcontractor must have a policy explicitly opposing prostitution and sex trafficking.

(b)(2) The following organizations are exempt from (b)(1): the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

(b)(3) Contractors and subcontractors are exempt from (b)(1) if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

(b)(4) Notwithstanding section (b)(3), not exempt from (b)(1) are contractors and subcontractors that implement HIV/AIDS programs under this contract or subcontract by:

- (i) providing supplies or services directly to the final populations receiving such supplies or services in host countries;
- (ii) providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or
- (iii) providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

(c) The following definition applies for purposes of this provision:

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

(d) The Contractor shall insert this clause in all subcontracts.

(e) Any violation of this clause will result in the immediate termination of this contract by USAID.

(f) This clause does not affect the applicability of FAR 52.222-50 to this contract.”

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**H.24 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JULY 1997)**

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

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

**H.25 AIDAR 752.7013 CONTRACTOR-MISSION RELATIONSHIPS (OCT 1989)**

(a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility, which this entails.

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

(c) In the event the conduct of any Contractor employee is not in accordance with the preceding paragraphs, the contractor's Chief of Party shall consult with the Mission Director and the employee involved and shall recommend to the Contractor a course of action with regard to such employee.

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

(e) If it is determined that the services of such employee shall be terminated, the Contractor shall use its best efforts to cause the return of such employee to the United States or point of origin as appropriate.

(The following paragraph (f) is applicable if the contract is with an educational institution:)

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(f) It is understood by the parties that the Contractor's responsibilities shall not be restrictive of academic freedom. Notwithstanding these academic freedoms, the Contractor's employees, while in the Cooperating Country, are expected to show respect for its conventions, customs, and institutions, to abide by applicable laws and regulations, and not to interfere in its internal political affairs.

**H. 26 DISCLOSURE OF INFORMATION**

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

(b) Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

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

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

**H. 27 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12)  
(SEPTEMBER 2006)**

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems. USAID will begin issuing HSPD-12 "smart card" IDs to applicable contracts, using a phased approach. Effective October 27, 2006, USAID will begin issuing new

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“smart card” IDs to new contractors (and new contractor employees) requiring routine access to USAID controlled facilities and/or access to USAID’s information systems. USAID will begin issuance of the new smart card IDs to existing contractors (and existing contractor employees) on October 27, 2007. (Exceptions would include those situations where an existing contractor (or contractor employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing contractor (or contractor employee) would need to follow the PIV processes described below, and be issued one of the new smart cards.)

Accordingly, before a contractor (including a PSC\* or a contractor employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID’s information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAID/W contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the contractor to receive a building access ID, and before access will be granted to any of USAID’s information systems. All contractors must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual’s employment with the contractor or completion of the contract, whichever occurs first.

The contractor must comply with all applicable HSPD-12 and PIV procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent related USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office.

In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Contracting Officer.

The contractor is required to include this clause in any subcontracts that require the subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID’s information systems.

Section I

**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.

***FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)  
AIDAR (48 CFR Chapter 7)***

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
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	SEP 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	SEP 2007
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	DEC 2008
52.204-4	PRINTED OR COPIED DOUBLE SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.209-6	PROTECTING THE GOVERNMENT INTERESTS WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT	SEP 2007
52.215-2	AUDIT AND RECORDS—NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL	JUL 2005

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52.219-8	BUSINESS CONCERNS UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	APR 2008
52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN 1999
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITIONS OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL VETERANS, DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001
52.222-50	COMBATING TRAFFICKING IN PERSONS , ALTERNATE I	FEB 2009
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN 2009
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAR 2008
52.227-14	RIGHTS IN DATA—GENERAL	DEC 2007
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987
52.228-7	INSURANCE LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	OCT 2008
52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS	OCT 2008
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	MAR 2008
52.229-8	TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-17	INTEREST	OCT 2008
52.232-25	PROMPT PAYMENT	OCT 2008
	ALTERNATE I	FEB 2002
52.233-1	DISPUTES	JUL 2002

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52.233-3	PROTEST AFTER AWARD ALTERNATE I	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52-242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE II	AUG 1987 APR 1984
52.244-2	SUBCONTRACTS ALTERNATE I	JUN 2007 JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	FEB 2009
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997
52.267-64	PREFERENCE FOR PRIVATELY OWNED U.S.- FLAG COMMERCIAL VESSELS	FEB 2006
52-247-67	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
752.202-1	DEFINITIONS.	JAN 1990
752.202-1(b)	USAID DEFINITIONS CLAUSE – GENERAL SUPPLEMENT FOR USE IN ALL USAID CONTRACTS (ALTERNATE 70)	JAN 1990
752.202-1(d)	USAID DEFINITIONS CLAUSE – SUPPLEMENT FOR USAID CONTRACTS INVOLVING PERFORMANCE OVERSEAS	DEC 1986
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
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
752.7003	DOCUMENTATION FOR PAYMENT	NOV 1998
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 2007
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7009	MARKING	JAN 1993
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997

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752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7025	APPROVALS	APR 1984
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

**I.2 NOTIFICATION OF EMPLOYEES RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES, FAR 52.222-39 (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:

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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

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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.

**I.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

<http://www.usaid.gov/business/regulations/>

**I.4 52.243-7 NOTIFICATION OF CHANGES (APR 1984)**

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

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

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conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
  - (2) The name, function, and activity of each Government individual and Contractor official or Employee involved in or knowledgeable about such conduct;
  - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
  - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
  - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
    - (i) What contract line items have been or may be affected by the alleged change;
    - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
    - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
    - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
  - (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

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

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

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

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

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

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

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

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

**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT 1 -- IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

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

Please locate the form at [http://www.USAID.GOV/procurement\\_bus\\_opp/procurement/forms/](http://www.USAID.GOV/procurement_bus_opp/procurement/forms/)

ATTACHMENT 3 -- SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

Please locate the form at [http://www.USAID.GOV/procurement\\_bus\\_opp/procurement/forms/](http://www.USAID.GOV/procurement_bus_opp/procurement/forms/)

ATTACHMENT 4 -- USAID CONTRACTOR EMPLOYEE PHYSICAL EXAMINATION FORM

Please locate the form at [http://www.USAID.GOV/procurement\\_bus\\_opp/procurement/forms/](http://www.USAID.GOV/procurement_bus_opp/procurement/forms/)

ATTACHMENT 5 -- MODEL SUBCONTRACTING PLAN

ATTACHMENT 6 --- BRANDING STRATEGY

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**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

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

**K.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following 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.

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.

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541999.

(2) The small business size standard is \$6,500,000.

(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

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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 FAR 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.

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**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

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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 are 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

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**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 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS**

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

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

**K.7 AUTHORIZED NEGOTIATORS**

The Offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

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**K.8 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

**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. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://arnet.gov/far>; (FAR)

<http://www.usaid.gov/pubs/ads/300/aidar.pdf> AIDAR;

a Word version of the AIDAR is also available at <http://www.usaid.gov/pubs/ads/300>.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT 2003
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2004
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—TARGETS	OCT 2000
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

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

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

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

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

Hand-Carried and Local Address:

U.S. Agency for International Development  
Attn: Martin Fischer, Contracting Officer  
Regional Office of Acquisition and Assistance  
100 Totius Street

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P.O. Box 43  
Groenkloof 0027  
Pretoria, South Africa  
012 452 2000

U.S. Mailing Address:

Martin Fischer  
9300 Pretoria Place  
Dulles, VA 20189-9300

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

(c) A copy of the protest shall also be faxed to USAID's Office of General Counsel (GC/LE) at (202) 216-3050

**L.4 GENERAL INSTRUCTIONS TO OFFERORS**

*(a) Separate Technical and Cost Proposals*

Regardless of the method used to submit proposals, the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing or cost 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.

*(c) RFP Instructions*

If an offeror does not follow the instructions set forth herein, that Offeror's proposal may be eliminated from further consideration or the proposal may be down-graded and not receive full credit under the applicable evaluation factor. The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract:

*(d) Accurate and Complete Information.*

Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

*(e) Pre-award Survey*

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USAID reserves the right to perform a pre-award survey which may include, but is not limited to:

- (1) Interviews with individuals to establish their ability to perform contract duties under the project conditions;
- (2) A review of the prime Contractor 's financial condition, business and personnel procedures, etc.; and
- (3) Site visits to the prime Contractor 's institution.

**L.5 DELIVERY INSTRUCTIONS**

*(a) Submission, Marking and Copies*

The Offeror should submit the proposal through one of the three following methods:

(i) electronically - internet email with up to 10 attachments (5MB limit) per email compatible with Microsoft Office 2003 compatible ( MS WORD or Excel) in a MS Windows environment. Multiple emails may be sent to accommodate the proposal size and content, but each must contain very clear identification of the attachment and instructions for assembling the proposal. Up to 10 attachments (5MB limit) per email compatible with Microsoft Office 2003 or sent in a MS Windows environment. Offerors may also send an Adobe Acrobat portable document format (.pdf) for electronic submission; however, zipped files attachments are not allowed. The subject line for every such email must include the following: "South Africa Tuberculosis RFP." Offerors shall provide seven hard copies of the original technical proposal and three copies of the cost proposal, with the goal that they will be received within one week of the closing date for receipt of proposal if the proposal is submitted electronically. (facsimile of the entire proposal is not authorized, though pages with original signatures may be sent by facsimile if the Offeror chooses not to use a electronic scan of the original signature); or

(ii) via regular mail – sending an original and six (6) copies of the technical proposal and one original and two (2) copies of the cost proposal. A standard diskette(s) or CD(s) containing one complete copy of the entire proposal compatible in a MS Windows environment must also be submitted to the issuing office. The information requested below must be placed in sealed envelopes clearly marked on the outside with the following information:

RFP No.: 674-09-22  
(Title) South Africa Tuberculosis RFP

(iii) hand delivery (including commercial courier) – sending an original and six (6) copies of the technical proposal and one original and two (2) copies of the cost proposal. A standard diskette(s) or CD(s) containing one complete copy of the entire proposal compatible in a MS Windows environment must also be submitted to the issuing office. The information requested below must be placed in sealed envelopes clearly marked on the outside with the following information:

RFP No.: 674-09-22  
(Title) South Africa Tuberculosis RFP

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*(b) Closing Date and Time*

All proposals in response to this RFP shall be due at the below address, not later than 4:00 p.m. Pretoria Time on the date indicated on the cover page to this RFP.

*(c) Addresses*

Proposals shall be delivered to the following addresses:

- (i) Electronically– to [proposals@usaid.gov](mailto:proposals@usaid.gov).
- (ii) If sent via U.S. Postal Service (Please note extensive delays may result due to the fact that this is a diplomatic pouch address):

Martin Fischer  
9300 Pretoria Place  
Dulles, VA 20189-9300

Offerors should be aware that packages arriving via US Postal Service frequently suffer deterioration due to irradiation.

- (iii) If Hand-Carried, or via Courier Service:

U.S. Agency for International Development  
Attn: Martin Fischer, Contracting Officer  
Regional Office of Acquisition and Assistance  
100 Totius Street  
Groenkloof 0027  
Pretoria, South Africa  
012 452 2000

**L.6 GENERAL INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL**

*(a) General*

The Technical Proposal in response to this solicitation should address and follow the technical evaluation factors listed in Section M. The technical proposal shall consist of the technical proposal itself and an annex. These two parts together will constitute the Offeror's technical proposal (and be physically bound together if possible for any hard copies). The proposal must be well organized, complete, clear, and succinctly presented.

*(b) Page Limitation*

Proposals will be concise, specific and complete and detailed information should be presented only when required by specific RFP instructions. The technical proposal itself shall not exceed

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30 pages, excluding the Annex. Any additional pages will not be evaluated. Proposals shall be written in English and typed on standard 8 1/2" x 11" paper (210mm by 297mm paper) or A4 paper, single spaced, 12 characters per inch with each page numbered consecutively. Items such as cover pages, dividers and the table of contents are not included in the 30-page limitation.

*(c) Technical Proposal Annex*

The technical proposal annex shall contain position descriptions, resumes, letters of commitment from personnel or partners, teaming agreements, letters of support, experience/performance references and any other supporting documentation requested by the RFP.

*(d) Organization*

The technical proposal should be organized into the following sections as follows:

Table of Contents

1. Technical Approach
  - A. Understanding of South African TB Context
  - B. Overall Technical Approach/Implementation Plan
  - C. Gender
2. Management & Staffing
  - a) Staffing & Personnel Capabilities and Experience
  - b) Monitoring and Evaluation Plan
  - c) Management Plan
3. Corporate Capabilities and Experience
4. Contractor Performance Information
  - a) Past Performance
  - b) Use of Small Business Concerns
5. Annexes

These sections, including the annex where relevant, should include all information required to fairly evaluate the Offeror under the applicable evaluation factor. Specific guidance on the content of each of these sections is set forth below in Sections L.7 through L.10

**L.7 TECHNICAL APPROACH (see Section M.3)**

The purpose of the Technical Approach Section of the Technical Proposal is to provide enough information to permit a fair and complete evaluation of the proposal pursuant to the criteria described in Section M.3. This Section should include a discussion of the context in which services under the Contract will be delivered that demonstrates that the Offeror has a clear understanding of the current situation regarding TB and TB/HIV co-infection in South Africa and has creative ideas on improvements in this area that are included in a sound technical approach and implementation plan to meet the requirements in Section C (Statement of Work).

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The Offeror should describe its technical approach in this section of the Technical Proposal. The approach should be methodologically sound and based on clear analysis of the challenges to be tackled. Offerors are encouraged to present creative and innovative approaches, with the potential for replication, to deal with these complex issues. Innovative and creative methodologies for reducing TB treatment interruption rates and improving TB treatment outcomes must be outlined. The proposal should outline the approach to integration of TB and HIV services and provide information on creative skills transfer scenarios.

The implementation plan shall consist of two parts as follows:

- a) Detailed description of all planned activities in Year One (Annual Work Plan 2010) including:
  - Sequence of activities;
  - Timeframes for implementing each activity;
  - Inputs required for each activity;
  - Outcome of each activity;
  - Impact on Tuberculosis and TB/HIV Programs;
  - Linkage with district, provincial and national departmental plans; and
  - Impact on gender.
  
- b) General description of planned activities for five-year period of performance (5 year strategic plan) including:
  - Sequence of activities;
  - Timeframes for implementing each activity;
  - Outcome of each activity;
  - Impact on TB and TB/HIV Programs;
  - Linkage with district, provincial and national departmental plans; and
  - Impact on gender.

The implementation plan itself may be included in the Annex. However, a summary of the Year 1 Implementation Plan and the Five-Year Implementation Plan should be addressed in this Section of the Technical Proposal.

This section of the proposal should address how the proposed technical approach will be able to produce the intended outcomes.

**L.8 MANAGEMENT AND STAFFING (See Section M.4)**

This Section will provide the information necessary for the evaluation of the proposal pursuant to the evaluation factors described in Section M.4, "Management & Staffing." Several principles should be followed in offers with respect to managing and staffing the Contract.

First, the use and selection of local Contractors, consultants and resources are built-in to the basic technical strategy/approach for the contract, because of the need for sustainability. This means that Offerors should seek to use available and qualified South Africa personnel, Contractors and resources as much as is feasible. It is anticipated that expatriate involvement will

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be limited to home office oversight with limited visits to SA and that implementation will be carried out by the South African staff and South African partner(s) named in the proposal. If the Offeror believes that a larger expatriate role is necessary, it must justify this approach in this section of the technical proposal.

Second, with respect to the qualifications of staff, experience (particularly relevant experience in South Africa) and demonstrated management and administrative skills should be highlighted over academic qualifications.

The basic structure of this section of the Technical Proposal should be as set forth below:

*(a) Staffing & Personnel Capabilities and Experience*

In this sub-section of the Technical Proposal, the Offeror should address the overall staffing plan and the capabilities of key personnel. Each of these sub-sections is discussed below.

1. Overall Staffing Plan

This sub-section of the Technical Proposal shall contain a complete staffing plan and management structure organizational chart for the contract and associated program. The overall staffing plan shall contain the following specific elements:

- Key personnel plan (five);
- Other Long & Short – Term staff required for implementing each activity;
- Demonstrated capabilities, specific local experiences, education and qualifications for each member of the key personnel plan;
- Staffing plan and organogram; and
- Any subcontractor’s staffing plans.

The overall staffing plan shall address the integration of the contract personnel with Department of Health counterparts. For non-key personnel, the relevant experience and specific technical, educational and professional experience, specifically local experience, shall be highlighted. Resumes for any non-key personnel specifically identified should be included in the Annex.

2. Key Personnel

Key personnel shall be identified, including those of any subcontractors or consultants. Five key personnel positions shall be proposed, one of which must be the Program Director/Chief of Party position. The other four key personnel positions shall be identified in detail and justified in the “Key Personnel Plan” required above in Section L.8 (a) (1). Position descriptions for each of the additional four key personnel positions shall be included in the Annex.

The Program Director must be dedicated 100% to the management of the activity proposed in the application. The Program Director should have extensive experience in areas relevant to the successful implementation of the proposed activity.

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Key personnel who are proposed will be responsible for overall project implementation, management, coordination, and monitoring this project.

Resumes (CVs) and letters of commitment must be provided for all key personnel positions, These documents should be included in the Annex..

*(b) Monitoring and Evaluation Plan*

In this sub-section of the Technical Proposal, the Offeror should address how it will monitor and evaluate the achievement of measurable results under the Contract. The Monitoring and Evaluation Plan will specify the systems that will establish and collect data regarding performance targets as well as an ability to verify and substantiate data gathered. This Monitoring and Evaluation Plan shall include a discussion on how to monitor and evaluate skills transfer and capacity building. The Monitoring and Evaluation Plan shall include milestones and expected accomplishments, with measurable outcomes and performance indicators. The Monitoring and Evaluation Plan shall be included in this section and shall address how:

- Outcomes will be measured over the timeframe;
- Outcomes will contribute to results;
- Baseline information will be collected and timeframe; and
- Methods for mid-term and end of project evaluations.

*(c) Management Plan*

The Offeror should present its basic overall plan for managing the Contract in this section. This includes the use and management of sub-Contractors, its approach to coordinating diverse activities that produce documented, quantifiable effective results, its plan to manage the grants program and the general strategy to manage the Contract in the most efficient and cost effective manner possible.

**L.9 CORPORATE CAPABILITIES AND EXPERIENCE (See Section M.5)**

The purpose of the Corporate Capabilities & Experience Section in the Technical Proposal is to provide sufficient information so that a fair and complete evaluation of the proposal pursuant to the evaluation factor described in Section M.5 can be completed. In this section, the Offeror should demonstrate its capability and experience to successfully perform the Contract, with emphasis on the evaluation considerations in Section M.5. Specifically, the Offeror shall include a specific discussion of prior work in South Africa and with international development including, but not limited to, its experience in providing logistical support in South Africa, technical assistance in institutional strengthening and sustainability in South Africa and experience in working collaboratively with diverse stakeholders in South Africa.

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In the Annex, the Offeror should provide an information sheet for all contracts, orders or other programs that are similar to the scope of work in this solicitation. The Offeror's ten (10) most relevant contracts, orders and programs shall be summarized. In addition, the Offeror shall

provide information sheets for the five contracts or orders with a value over \$10 million that have been completed most recently, assuming that such contract or order was not already listed.

For each contract, order or program listed, please provide the following information:

- Contract, Order or other identifying number;
- Agency or entity providing the contract or funding;
- Description of the scope of work, including, but not limited to a brief discussion of the complexity/diversity of tasks;
- Primary location(s) of work;
- Term of performance;
- Skills/expertise required;
- Dollar value;
- Contract or order type, e.g. fixed-price or cost; and
- Contact information for two persons, including name, job title, mailing address, phone numbers and e-mail addresses.

(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).

**L.10 CONTRACTOR PERFORMANCE INFORMATION (See Section M. 6)**

1. As set forth in Section L.9 above, the Offeror shall present information in the Annex regarding relevant and recent contracts, orders and programs.
2. If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken in this section of the Technical Proposal.<sup>1</sup>
3. 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.
4. Performance in Using Small Business (SB) Concerns (as defined in FAR 19.001)<sup>2</sup>.

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

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<sup>1</sup> Required by FAR 15.305(a)(2).

<sup>2</sup> Required for all USAID solicitations other than personal services contracts, 100 per cent small business set asides, and those for which a justification for other than full and open competition has been approved.

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- b) As part of the evaluation of performance in Section M.6 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/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).

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:

- (i) 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.
- (ii) 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 three years.
- (iii) 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.

**L.11 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL**

Offerors must submit a separate Cost Proposal and include the following information. All pages must be sequentially numbered, and each part must be separated by a tab or colored divider page. Failure to include all information, or to organize the proposal in the manner prescribed, may result in rejection of the proposal as being unacceptable. The following guidance is provided with respect to the organization of the cost proposal.

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(a) *Part 1 - Standard Form (SF) 33 & Section B*

The Offeror must submit the cover page (Section A) of this Solicitation [Standard Form (SF) 33, "Solicitation, Offer, and Award"], with blocks 12 through 18 completed, with an original signature of a person authorized on behalf of the Offeror to sign the offer. This Section of the Cost Proposal should also contain a completed Section B with costs, fee, and rate information provided.

(b) *Part 2 - Proposed Costs/Prices*

This part of the Cost Proposal should include the following information: Detailed budgets (preferably in spreadsheet format), budget notes and supporting documents (*e.g.* documents that support the calculation of costs included in the spreadsheets such as Negotiated Indirect Cost Rate Agreements, Bio Data Sheets, Cost Agreements with subcontractors, *etc.*).

1. Detailed Budget Preparation Guidance

All budgets should be organized based on types of costs as set forth in the section immediately below. An overall detailed budget should be provided for all CLINs and the total 5 years of performance. In addition to the overall detailed budget, breakdowns should be provided for each year of performance and for each CLIN set forth in Section B.4 of the contract. In summary, the following budgets should be provided:

- A. Overall Budget (all CLINs for all five years);
- B. Annual Budgets (all CLINs for each of the five years of performances);
- C. Overall CLIN budgets (five-year budgets for each CLIN); and
- D. Annual CLIN budgets (each year for each CLIN).

Budget details and supporting information must be provided in sufficient detail to allow a complete and fair analysis of cost.

2. Budget Line Item Headings

In order to undertake a meaningful comparison of cost, Offerors shall use the following standard cost elements organized generally as presented below.

**Direct Costs**

*Labor Costs*

Salary and Wages

Fringe Benefits

Overhead

Consultants

*Travel & Allowances*

Travel, Transportation, Per Diem and Miscellaneous (Visas, Inoculations, *etc.*),

Allowances

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*Other Direct Costs*

Equipment and Supplies

Subcontract Costs (for major subcontracts as defined in L.12 above, ancillary budgets should be provided that include the same cost element, line item and annual breakdowns as required for the prime's budget, as applicable)

Training (includes all types of training costs)

Facilities Costs

Direct Grant Costs

Any Other Direct Costs

**Indirect Costs**

*Material Handling*

*Overhead*

*G&A*

**Total Estimated Cost**

**Fixed Fee**

***Total Est. Cost Plus Fixed Fee***

3. Budget Line Item Definitions

Salary and Wages: FAR 31.205-6, AIDAR 732.205-46 and AIDAR 752.7007 provides for compensation for personal services. Direct salary and wages should be proposed in accordance with the Offeror's personnel policies and meet the regulatory requirements. For example, costs of long-term and short-term personnel should be broken down by person years, months, days or hours.

Fringe Benefits: FAR 31.205-6 provides for allowances and services provided by the Contractor to its employees as compensation in addition to regular wages and salaries. If fringe benefits are provided for as part of a firm's indirect cost rate structure, see FAR 42.700. If not part of an indirect cost rate, a detailed cost breakdown by benefits types should be provided.

Consultants: FAR 31.205-33 provides for services rendered by persons who are members of a particular profession or possess a special skill and who are not officers or employees of the Contractor. For example, costs of consultants should be broken down by person years, months, days or hours.

Travel, Transportation, and Per Diem: FAR 31.205-46, AIDAR 731.205-46 and AIDAR 752-7032 provide for costs for transportation, lodging, meals and incidental expenses. For example, costs should be broken down by the number of trips, domestic and international, cost per trip, per diem and other related travel costs.

Equipment and Supplies: FAR 2.101 provides for supplies as all property except land or interest in land, FAR 31.205-26 provides for material costs, and FAR 45 prescribes policies and procedures for providing Government property to Contractors, Contractors' use and management of Government property, and reporting, redistributing, and disposing of Contractor inventory.

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For example, costs should be broken down by types and units, and include an analysis that it is more advantageous to purchase than lease.

Subcontracts: FAR 44.101 provides for any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. Cost element breakdowns should include the same budget items as the prime as applicable.

Allowances: AIDAR 752.7028 provides for differentials and allowances with further references to Standardized Regulations. For example, allowances should be broken down by specific type and by person, and should be in accordance with Offeror's policies and these regulations.

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

Other Direct Costs: FAR 31.202 and FAR 31.205 provides for the allowability of direct costs and many cost elements. For example, costs should be broken down by types and units.

Overhead, G&A and Material Overhead: FAR 31.203 and FAR 42.700 provides for those remaining costs (indirect) that are to be allocated to intermediate or two or more final cost objectives. For example, the indirect costs and bases as provided for in an Offeror's indirect cost rate agreement with the Government, or if approved rates have not been previously established with the Government, a breakdown of bases, pools, method of determining the rates and description of costs.

Fixed Fee: FAR 15.404-4 provides for establishing the profit or fee portion of the Government pre-negotiation objective, and provides profit-analysis factors for analyzing profit or fee. For example, proposed fee with rationale supported by application of the profit-analysis factors.

4. Fixed Amounts For the Cost Proposal

Due to the uncertain context in South Africa, USAID recognizes that the Offerors lack sufficient information to adequately estimate certain costs required to perform the contract. As a result, for the purposes of preparing the cost proposal, the Offerors **must** use the following in their budgets.

CLIN 0002: Professional. Technical Labor 57,698 days;

The professional technical labor costs should be distributed relatively equally over the five year performance period. This labor can be US, third country or South African staff and can be long or short-term labor. It should not include administrative positions such as the Deputy Chief of Party, Program Officer, HR Manager, Administrative Assistant, Administrative Manager, Grants Manager, Program Assistant or any other position that has the primary function of providing administrative support to the contract. A list of positions that the Offeror includes in the definition of "Professional Technical Labor" shall be provided in the Cost Proposal.

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In addition, as specified in Section C.5 above, part of the program objectives will be achieved through a small grants program. All Offerors' cost proposals shall contain a single line item under "Other Direct Costs" for "Direct Grant Costs" for the amount of \$1.5 million dollars per year (\$7.5 million over five years). These direct grant costs should be allocated to CLIN 0002,

while the cost of administering and managing the grants, which is not included in the \$7.5 million to be estimated for the actual grants, should be allocated to CLIN 0001.

5. Indirect Costs

Some Offerors may not have indirect 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.

6. Budget Notes

Budget notes are required. While the Offeror has discretion to tailor the budget notes to its approach, between the detailed budgets and the budget notes, sufficient information must be provided to allow a thorough, complete and fair analysis of the costs proposed. For example, for salaries, the Offeror must demonstrate the calculations and the rationale for the rates for the base daily labor rate utilized in calculating labor cost. No unburdened base daily rate may exceed the current maximum daily rate for Agencies without a Certified SES Performance Appraisal System (AWCPAS). The total number in a year, which should be no more than 2080 hours, may not exceed the annual salary of the AWCPAS of \$158,500.

7. Supporting Documents

The Offeror shall provide additional supporting budget documentation to substantiate all proposed costs. Negotiated Indirect Cost Rate Agreements should be included in the Cost Proposal. In addition, AID Form 1420-17 - Contractor Employee Biographical Data Sheets, should be submitted for each position other than those for the To Be Determined (TBD). Other supporting documentation should be submitted if the Offeror believes that it is necessary to substantiate or support costs proposed by the Offeror.

*(c) Part 3 - Representations, Certifications, and Other Statements of Offerors*

The Offeror and each proposed subcontractor shall complete Section K, "Representations, Certifications, and Other Statements of Offeror", and sign and date on the last page in the space provided.

*(d) Part 4 - Subcontracting Plan*

If the Offeror is other than a small business, it must submit a Subcontracting Plan (see Attachment in Section J). Submitted Plans must address subcontracting with small business

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(SB), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

*(e) Part 5 - Joint Venture Information*

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

*(f) Part 6 - Evidence of Responsibility*

The Contracting Officer is required to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1 with respect to the winning Offeror. As a result, the Offeror may be requested prior to award to submit additional specific information relating to the following criteria:

- (i) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a);
- (ii) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
- (iii) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective Contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;
- (iv) Have a satisfactory record of integrity and business ethics;
- (v) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to
- (vi) materials to be produced or services to be performed by the prospective Contractor and subcontractors). (See FAR 9.104-3(a);

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- (vii) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a); and
- (viii) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.).

The responsibility information that may be requested includes, but is not limited to, audited or certified financial statements, tax returns and other financial records necessary to establish responsibility. **Please note that this information is only required upon a specific request from the Contracting Officer or his representative.**

*(g) Part 7 - Information to Support Consent to Major Subcontractors*

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

*(h) Part 8 - Information Concerning Work-Day, Work-Week, and Paid Absences*

- (i) 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.
- (ii) A normal work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour work-day, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. The Offeror and major subcontractors shall describe their work-day and work-week policies.
- (iii) The work-day and work-week policies and the method of accounting for paid absences for the Offeror and major subcontractors in affect at time of award shall remain enforce throughout the period of the award.

**L. 12 INSTRUCTIONS FOR THE PREPARATION OF BRANDING AND MARKING PLANS:**

**Section L**

In ADS 320, Branding and Marking, offeror(s) are requested to prepare concurrently a Branding Implementation Plan (BIP) and Marking Plan (MP). **Offeror(s) shall submit a BIP and MP as a separate annex to the technical proposal; they are evaluated for sufficiency, not competitively.** The BIP and MP combined should not exceed 5 pages. The BIP and MP will not be a part of the technical evaluation. Offeror(s) will be required to submit formal and detailed Branding and Marking plans for final review before award or in the competitive range.

As part of USAID's branding initiative and to insure that our implementing partners communicate that the assistance is from the American People, the New Marking and Branding Policy Requirements for USAID direct acquisitions were issued on January 08, 2007 per the revised ADS 320 – Branding and Marking that can be found at:  
<http://www.usaid.gov/branding/ADS 320.pdf>

The Branding Strategy (BS) concepts will support USAID's and State's strategic goals appropriate for this activity and are found at: <http://www.state.gov/s/d/rm/rls/dosstrat/2004> Costs of Branding and Marking (ADS 320.3.6.3) should be included in the total estimated cost of the Offeror; these costs are eligible for financing if reasonable, allocable, and allowable in accordance with the applicable cost principles.

**Branding Implementation Plan (BIP):**

The BIP, developed by the Offeror(s), describes how the program will be communicated to the beneficiaries and promoted to host-country citizens. It outlines the events (press conferences, site visits, etc.) and materials (success stories, Public Service Announcements [PSAs] etc.) the Contractor will organize and produce to assist USAID deliver the message that the assistance is from the American people. The BIP (see ADS 320.3.2.2) should specifically address the following:

- How to incorporate the message, “This assistance is from the American people,” in communications and materials directed to beneficiaries, or provide an explanation if this message is not appropriate or possible.
- How to publicize the program, project, or activity in the host-country and a description of the communications tools to be used. Such tools may include the following:
  - Press releases,
  - Press conferences,
  - Media interviews,
  - Site visits,
  - VIP visits,
  - Success stories,
  - Beneficiary testimonials,
  - Professional photography,
  - PSAs,
  - Videos, and

Section L

- Webcasts, 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.
- The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people, or an explanation if this is not appropriate or possible. Such milestones may be linked to specific points in time, such as the beginning or end of 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,
- Showcasing before-and-after photographs,
- Marketing agricultural products or locally-produced crafts or goods,
- Securing endorsements from ministry or local organizations,
- Promoting final or interim reports, and
- Communicating program impact/overall results.

**Marking Plan (MP):**

The MP developed by the Offereor(s), to enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with USAID Identity (see ADS 320.3.2.3). 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 USAID Identity. Where applicable, a host-country symbol or ministry logo, or another U.S. Government logo may be added.

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 section 320.3.2.3 that describes what the Marking Plan must address and 320.3.2.4 Marking Requirements for Specific Contract Deliverables. Note that marking is not required for Contractor's offices, vehicles, and non-deliverable items, such as office supplies used primarily for administration of USAID funded program (ADS 320.3.5).

Section M

**SECTION M - EVALUATION FACTORS FOR AWARD**

**M.1 GENERAL INFORMATION**

(a) The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1.

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

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

(d) For overall evaluation purposes, technical factors are considered significantly more important than cost/price factors.

**M.2 EVALUATION FACTORS**

(a) The factors below are presented by major category, with relative weights identified, so that Offerors will know which areas require emphasis in the preparation of proposals. The factors below reflect the requirements of this particular solicitation. Offerors must note that these factors: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which Offerors must address in their proposals.

(b) Each technical proposal will be evaluated and scored by the Technical Evaluation Committee qualitatively in accordance with the evaluation factors set forth in this solicitation.

(c) Offerors will be evaluated on the basis of the following four technical evaluation factors and sub-factors with the following weights (total of 100 points):

1. <u>Technical Approach</u>	<b>35 points</b>
a. Understanding of South African TB Context	10 points
b. Overall Technical Approach/Implementation Plan	20 points
c. Gender	5 points
2. <u>Management &amp; Staffing</u>	<b>35 points</b>
a. Staffing & Personnel Capabilities and Experience	20 points
b. Monitoring and Evaluation Plan	10 points
c. Management Plan	5 points

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- |   |                  |
|---|------------------|
| 3. <u>Corporate Capabilities and Experience</u> | <b>15 points</b> |
| 4. <u>Contractor Performance Information</u>    | <b>15 points</b> |
| a. Overall Past Performance                     | 10 points        |
| b. Use of Small Business Concerns               | 5 points         |

Specific information on each evaluation factor and sub-factor is provided below.

**M.3 TECHNICAL APPROACH FACTOR (35 points)**

The Technical Approach factor will be scored based on the following sub-factors:

*(a) Understanding of South African TB Context (10 points)*

Evaluation under this sub-factor will consider whether the proposal demonstrates a clear understanding of the impact of tuberculosis and the TB/HIV co-infection on the South African health system and the challenges and opportunities involved in implementing the activities and program described in the Statement of Work. The demonstrated understanding of the context in which TB activities will occur in South Africa will also be evaluated.

*(b) Overall Technical Approach/Implementation Plan (20 points)*

Evaluation under this sub-factor will focus on the soundness, realism and innovativeness of the overall technical approach and implementation plan presented in the technical proposal. The following considerations may be, but are not required to be, considered in the evaluation of this sub-factor.:

- The extent to which the technical approach fulfills the technical requirements of the contract based on the Scope of Work;
- The effectiveness of the approach to phasing of individual outputs and developing an efficient reporting systems to keep USAID and the South African Government informed of project progress;
- The feasibility, innovation, pragmatism and soundness of overall strategy, methodologies and approach to mobilize, implement, and achieve immediate and long term sustainable results within the given timeframe;
- The feasibility and realism of the sequence and timing of activities will also be evaluated;
- The degree to which activities are integrated with existing South African health services, particularly public health services, with an important aspect of integration of activities with existing South African health services being building the capacity of counterparts to continue relevant activities after the completion of this contract;
- The extent to which the technical approach maximizes the use of local resources to carry out implementation while maximizing results.

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*(c) Gender (5 points)*

Evaluation under this sub-factor will focus on the strength of the analysis of gender issues presented in the technical proposal and also the extent to which disadvantaged gender groups will be integrated into the activities proposed and supported, as well as how progress and impact relating to gender will be tracked, measured and reported.

**M.4 MANAGEMENT & STAFFING FACTOR (35 points)**

This evaluation factor is made up of three sub-factors: (a) Staffing & Personnel Capabilities and Experience, (b) Monitoring and Evaluation and (c) Management Plan. Each sub-factor is addressed below.

*(a) Staffing & Personnel Capabilities and Experience (20 points)*

Evaluation under this sub-factor includes the overall staffing plan and approach, as well as the capabilities of specific key personnel. The following considerations may be, but are not required to be, considered in the evaluation of this sub-factor.:

- Fit and strength of the proposed skill mix in the staffing plan, noting that experience and management/administrative skills are more valuable than academic qualifications, while some field non-administrative experience is important for technical positions;
- Realism and effectiveness of the staffing plan;
- Effectiveness of plan and the ability to maximize, for purposes of sustainability, the use of South Africans to staff important positions in the staffing plan;
- Appropriateness of the key personnel positions as proposed;
- Level of education and work experience of each proposed candidate for a key personnel position as his or her credentials relate to the statement of work and the position proposed, with experience and demonstrated administrative/managerial skills being more important than academic credentials; demonstrated experience building collaborative relationships with relevant Government and other counterparts is also important; experience in South Africa has specific value and some field non-administrative experience is critical; and
- History of performance as demonstrated through references obtained for key personnel and other sources.

*(b) Monitoring and Evaluation Plan (10 points)*

The monitoring and evaluation plan sub-factor relates to the Offeror's plan to monitor and evaluation the results achieved in this program area. The following considerations may be, but are not required to be, considered in the evaluation of this sub-factor.:

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- Clarity and comprehensiveness of the proposed monitoring and evaluation plan;
- Soundness of the approach to monitoring and achieving skills transfer and capacity building;
- Effectiveness of the plan to measure outcomes;
- Strength of link between outcome and results; and
- Meaningfulness of the results proposed.
- Feasibility and effectiveness of outcomes, milestones and other expected accomplishments and performance indicators;
- Ability to effectively measure output and performance indicators over time;
- Extent to which proposed outcomes contribute to meaningful results, including the effectiveness of the approach milestones and expected accomplishments, with measurable output and performance indicators and
- Feasibility and effectiveness of approach to collecting baseline information and performing mid-term and end-of-program evaluations.

*(c) Management Plan (5 points)*

The management plan sub-factor relates to the Offeror's plan to manage the Contract efficiently and effectively. The following considerations may be, but are not required to be, considered in the evaluation of this sub-factor.:

- Soundness of the overall plan to manage the contract, including, but not limited to, cost control and other efficiencies;
- Effectiveness of teaming arrangements and the value added of consortium partners/ primes- subs;
- Realism and soundness of the plan to coordinate diverse activities to produce documented, quantifiable effective results;
- Strength of approach to coordinate with and provide usable information to various USAID teams, other USG entities, other donors and the Government of South Africa; and
- Effectiveness and cost efficiency of approach to managing the grants program.

**M.5 CORPORATE CAPABILITIES AND EXPERIENCE FACTOR (15 points)**

The Corporate Capabilities and Experience Section focuses on the existing capabilities of the Offeror and its actual experience in providing similar services to those required under the SOW. The following considerations may be, but are not required to be, considered in the evaluation of this factor.:

- Capability and experience in terms of working on relevant efforts in South Africa;
- Demonstrated performance in planning, scheduling and monitoring relevant projects/programs;
- Demonstrated experience using management tools (e.g. cost/schedule, task management tools);
- Capability and experience coordinating implementation activities with host country entities and coordinating activities with multiple stakeholders;

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- Capability and experience in terms of the relevant technical services and program areas required under the Contract;
- Experience with respect to efforts where host country partners, subcontractors, local NGOs, and/or host country government counterparts participated and where capacity was built in the host country by these partnerships and/or on-the-job training opportunities; and
- Capability and experience in managing and administering contracts or other programs of the size and breadth required by the Contract, including, but not limited to managing sub-contract and managing multiple and diverse projects/tasks from planning through execution.

**M.6 CONTRACTOR PERFORMANCE INFORMATION FACTOR (15 points)**

(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.13 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 will 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 and/or more current. ***Performance in South Africa is of critical importance and will be given more weight than performance in other countries.***

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

1. Past Performance

10 points

Evaluation under this sub-factor will be based on the following:

- Quality of product or service, including consistency in meeting goals and targets;
- 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;

**Section M**

- 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;
- Customer satisfaction with performance, including end user or beneficiary wherever possible;
- Effectiveness of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified; and
- Cost control, including forecasting costs as well as accuracy in financial reporting, ensuring that unnecessarily expensive technical assistance is not used when lower cost advisors are adequate, and pacing the expenditure of level of effort such that contract deliverables and outputs can be produced within budget.

**2. Past Performance Using Small Business Concerns**

**5 points**

Prime Offerors who are not small business concerns will be evaluated on their performance in using small business concerns as subcontractors, joint ventures, and in other teaming arrangements.

**Total Weight for Performance Evaluation 15 points**

(a) In cases where (i) an Offeror lacks relevant performance history, (ii) information on performance is not available, or (iii) 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 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.

**Section M**

**M.7 PRICE/COST EVALUATION**

Proposed costs shall be evaluated for cost realism, completeness, reasonableness, allowability, allocability and the competitiveness of the fee proposed. This analysis is intended to determine the degree to which the costs included in the cost/price proposal are fair and reasonable. Fee levels and indirect cost ceilings will be of particular importance. An overall evaluated cost will be determined and will be used as part of the tradeoff analysis in determining source selection.

**M.8 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD**

(a) Competitive Range: If the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.

(b) Award: In accordance with FAR 52.215-1(f), the Government intends to award a Contract from this solicitation to the responsible Offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and sub-factors as set forth in this solicitation. This procurement also utilizes the tradeoff process set forth in FAR 15.101-1. If the Contracting Officer determines that competing technical proposals are essentially equal, cost/price factors may become the determining factor in source selection. Conversely, if the Contracting Officer determines that competing cost/price proposals are essentially equal, technical factors may become the determining factor in source selection. Further, the Contracting Officer may award to a higher priced Offeror if a determination is made that the higher technical evaluation of that Offeror merits the additional cost/price.

**M.9 CONTRACTING WITH SMALL BUSINESS CONCERNS**

USAID encourages maximum participation of small businesses, 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.

Attachments

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

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

Attachments

**ATTACHMENT 5 - SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS, HUBZONE SMALL BUSINESS CONCERNS, SMALL DISADVANTAGED BUSINESS, and WOMEN-OWNED SMALL BUSINESS**

**MODEL SUBCONTRACTING PLAN OUTLINE \***

**Identification Data**

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Solicitation or Contract Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

Total Amount of Contract (Including Options) \$ \_\_\_\_\_

Period of Contract Performance (MO. & YR.) \_\_\_\_\_

\* Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause at FAR 52.219-9 entitled "Small Business, Small Disadvantaged Business, and Women Owned Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "SUBCONTRACT" as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

1. Type of Plan (Check One)

\_\_\_\_\_ Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract).

\_\_\_\_\_ Master plan (Goals developed for this contract; all other elements standard; must be renewed annually).

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\_\_\_\_\_ Commercial products plan (Contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during year approved. Contractor must provide copy of lead agency approval).

(d) The Offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZONE Zone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan is:

\$ \_\_\_\_\_ and \_\_\_\_\_ %

(ii) Total dollars planned to be subcontracted to small business concerns is:

\$ \_\_\_\_\_ and \_\_\_\_\_ %\*

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns is:

\$ \_\_\_\_\_ and \_\_\_\_\_ %\*

Total dollars planned to be subcontracted to service-disabled veteran-owned small business concerns is:

\$ \_\_\_\_\_ and \_\_\_\_\_ %\*

(iv) Total dollars planned to be subcontracted to HUBZONE Zone small business concerns is:

\$ \_\_\_\_\_ and \_\_\_\_\_ %\*

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns is:

\$ \_\_\_\_\_ and \_\_\_\_\_ %\*

(vi) Total dollars planned to be subcontracted to women-owned small business concerns is:

\$ \_\_\_\_\_ and \_\_\_\_\_ %\*

(\*Expressed as a percentage of "A")

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(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZONE Zone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

(check all that apply)

Subcontracted

Supplies/Services                      LB SB VOSB SDVOSB HUBZONE Zone SDB WOSB

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(Attach additional sheets if necessary.)

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZONE Zone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZONE Zone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZONE Zone small business concerns;
  
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.)

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(7) The name of the individual employed by the offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, HUBZONE Zone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

REPORTING PERIOD	REPORT DUE	DUE DATE

ADDRESS:

DIRECTOR  
USAID/OSDBU  
RM 7.8E RRB  
WASHINGTON, DC 20523-7800

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(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, veteran-owned small business, HUBZONE Zone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them.

**SUBCONTRACTING PLAN AUTHORIZATION:**

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Attachments

**ATTACHMENT 6 - THE BRANDING STRATEGY**

1. The **USAID | TUBERCULOSIS PROJECT** is the project brand assigned to this contract.
2. **PROJECT MATERIALS AND COMMUNICATIONS:**

**a. Audiences**

The TUBERCULOSIS PROJECT has the following target audiences with whom it will promote and publicize USAID sponsorship:

**Primary audience:** Host-country populations including government officials, policymakers, civil society, and private sector groups that are involved in or related to the health sector (e.g., faith-based organizations, women’s groups, the media, businesses, networks and groups of people living with HIV, etc.).

**Secondary audience:** Host-country clients of HIV/AIDS and tuberculosis programs and services, and other individuals who influence uptake of services; international donor agencies; other Bureau of Global Health cooperating agencies and contractors; and public health researchers.

**b. Messages**

The TUBERCULOSIS PROJECT focus is on providing technical assistance to improve implementation of policies, programs, and services. Messages will typically be of a more technical nature— focusing on improving policy development and implementation—and will vary depending on the particular audiences, which are noted in Section 3.1.

**c. Marking Plan for Materials to be Produced**

**Materials:** Training materials, posters, pamphlets, fact sheets, CDs, printed and electronic bulletins, organizational operational plans, studies, reports (progress and performance monitoring), work plans, promotional materials (bookmarks, leaflets,, banners, etc.) web sites and internet based materials will incorporate the message “From the American People” and the USAID identity. For all printed material, the project will use guidance set forth in the USAID Graphic Standards Manual ([http://www.usaid.gov/branding/USAID\\_Graphic\\_Standards\\_Manual.pdf](http://www.usaid.gov/branding/USAID_Graphic_Standards_Manual.pdf)). This includes such issues as the USAID and PEPFAR identities, color schemes, design and typeface for project materials. Any other materials that will be produced under the contract will be subject to branding guidelines and CTO or Mission approval, as appropriate. Please note that marking is not required on items used as part of the administration of the contract, such as stationery products, equipment, and offices. The goal is to mark programs and projects, not implementing partners. Thus, letterhead, name tags and business cards are not subject to branding.

**Events:** At each public event USAID and the support the support from the American People will be verbally acknowledged in the following way: “This training/conferences/seminars/fairs/workshops is made possible by the support of the American people through the United States Agency for International Development (USAID). The content discussed is the sole responsibility of the contractor and does not necessarily reflect the views of USAID or the US Government.

**Attachments**

Where appropriate, the materials and communications prepared under the IQC will make clear that the product was produced with the support of the U.S. Agency for International Development under Task Order # of the USAID | TUBERCULOSIS PROJECT. This acknowledgment may not be appropriate in some program materials, such as certain behavior change materials, or in those instances when the materials produced must appear to be coming directly from the host-country government or local organization.

**Acknowledging Host-country Governments**

As the TUBERCULOSIS PROJECT strives, in part, to improve national health policies and at the same time, build local capacity and ownership, the NDOH will be key partners of the project. Policies, strategies, plans, and guidelines that are to be positioned as coming from host-country governments are exempted from full branding requirements.

**Acknowledging Other Partners**

As the TUBERCULOSIS PROJECT strives, in part, to build capacity of civil society policy champions and improve multisectoral coordination and implementation of policies and programs, civil society and private sector groups will be key partners of the project. Especially when working with in-country partners and grassroots organizations, recognizing contributions of partners is essential for building local capacity, increasing in-country ownership and validation of project activities or findings, and highlighting the ways in which the U.S. Government works collaboratively with others. Co-branding with civil society and private sector groups products will occur when these organizations have contributed funds to the activity. Co-branding with in-country partners may also be desirable when trying to promote local ownership and capacity building. Policies, strategies, plans, and guidelines that are to be positioned solely as coming from in-country organizations (such as NGOs, faith-based groups, and businesses) are exempted from full branding requirements. In all other cases, USAID approval is required for exceptions to full branding requirements.

**Co-Branding with Other Donor Organizations**

The contractor under the TUBERCULOSIS PROJECT can expect to collaborate with other donor organizations, such as GFATM, GTZ, WHO, EU, and other organizations that contribute funds to publications, products, and events. In such cases, the guidelines for co-branding will be followed, assuming the funding contributed is more than a token amount. Otherwise, USAID approval will be required for co-branding.

**Level of Visibility**

Because the level of desired visibility for the USAID | TUBERCULOSIS PROJECT is low given the nature of the project's activities (e.g., behind-the-scenes technical assistance) and results (e.g., strengthen the implementation of the DOTS strategy; address TB and HIV, MDR and XDR-TB; contribute to health systems strengthening; work collaboratively with all care providers; empower people with TB as well as communities; coordinate and implement TB research; and strengthen infection control), the opportunities for and appropriateness of widespread in-country publicity and external promotion of the TUBERCULOSIS PROJECT branding and the support of the American people is somewhat limited. In-country awareness of the support of the American people will be generated primarily through the following key opportunities:

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- Project activities (e.g., acknowledgment at training workshops)
- Success stories (disseminated through the TUBERCULOSIS PROJECT website(s), USAID listservs, and e-newsletters, etc.) – 4/year
- Beneficiary testimonials – 1/year
- Site visits by USAID and U.S. Government officials
- Professional photography of key visits by top U.S. Government officials, training workshops, etc.
- Conference presentations, posters, and exhibition booths
- Launch events, when and where appropriate
- Announcements of research findings or release of a new study
- Promotion of final or interim reports
- Communication of program impact/overall results

It is USAID's policy that contractors must not generate their own corporate publicity about a USAID-funded program without first obtaining permission from the Agency. USAID should also be notified before contractors make public the findings of USAID-funded studies or reports (e.g., at conferences, public meetings).