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**INDONESIA**

Request for Proposal (RFP) No.: 72049721R00004  
Issuance Date: April 27, 2021  
Deadline for Questions: May 7, 2021, 3:00 PM Jakarta Time  
Deadline for Past Performance Information: June 7, 2021, 3:00 PM Jakarta Time  
Deadline for Submission of Proposals: June 14, 2021, 3:00 PM Jakarta Time

E-mail Submission to: [proposals-indo@usaid.gov](mailto:proposals-indo@usaid.gov)

NAICS Code: 541 -- Professional, Scientific, and Technical Services/541611 -- Administrative Management and General Management Consulting Services

Authorized Geographic Code: 937

**SUBJECT: Request for Proposal (RFP) No. 72049721R00004 USAID/Indonesia Ber-  
IKAN Activity**

The United States Government represented by the U.S. Agency for International Development (USAID)/Indonesia is seeking proposals from qualified organizations interested in providing the services described in the attached Request for Proposals (RFP). USAID anticipates awarding one Cost-Plus-Fixed-Fee completion type contract, with a total estimated cost of \$23 million, covering a total estimated period of five years.

This procurement will be conducted under full and open competition procedures, pursuant to Part 15 of the Federal Acquisition Regulation (FAR) (48 CFR Chapter I). USAID encourages the participation to the maximum extent possible of small business concerns, small-disadvantaged business concerns and women-owned small business concerns in this activity, as the prime Contractor or as Sub-contractor, in accordance with Part 19 of the FAR. Teaming arrangements that include regional and local partners are highly encouraged in order to adequately provide the expertise required for the implementation of an integrated program. The North American Industry Classification System (NAICS) code for this activity is 541611. The authorized geographic code is 937.

Offerors should read the entire solicitation, which includes all pertinent technical sections and the terms, conditions and instructions required for submitting a proposal. Special attention should be paid on Section L – Instructions, and Section M – Evaluation Factors. Section H.43 of this solicitation regarding the prohibition on contracting for certain covered telecommunications and video surveillance services or equipment will be removed if the apparently successful offeror does not use the Foreign Assistance Waiver (see the [USAID Section 889 Partner website](#) for more information). Prior to the submission of proposals, any

amendments to this solicitation will be made available through the Government port of entry at <http://beta.sam.gov>. It is the offeror's responsibility to check this site periodically for official updates and amendments to the solicitation. If the proposal is received after the closing date and time, or if it is incomplete, it will not be accepted nor considered unless authorized by the Contracting Officer pursuant to FAR 15.208.

Issuance of this RFP in no way obligates the U.S. Government to award a contract nor does it commit the U.S. Government to pay any costs incurred in the preparation and submission of a proposal. Award of a contract under this RFP is subject to availability of funds and other internal U.S. Government approvals. Furthermore, the U.S. Government reserves the right to reject any and/or all offers if such action is considered to be in the best interest of the U.S. Government.

All questions, comments, requests for clarifications must be sent in writing to [proposals-indo@usaid.gov](mailto:proposals-indo@usaid.gov) no later than the date and time indicated above.

Thank you for your interest in USAID/Indonesia activity.

Sincerely,

/S/  
Nathan Olah  
Contracting Officer  
USAID/Indonesia

Attachment:  
RFP 72049721R000004 Amendment 01 with track changes

**PART I – THE SCHEDULE**

**SECTION A – SOLICITATION, OFFER AND AWARD FORM**

[Note: The SF33 for this page is available below]

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## SECTION B – SUPPLIES OR SERVICES AND COST/PRICES

### B.1 PURPOSE

The purpose of this Contract is to provide technical assistance and other services that fall within the Performance Work Statement (PWS) specified in Section C of Statement of Objective for the implementation of the USAID/Indonesia Ber-IKAN Activity.

### B.2 CONTRACT TYPE AND CONTRACT SERVICES

This is a Cost-Plus-Fixed-Fee (CPFF) completion type contract. For the consideration set forth in the Contract, the Contractor must accomplish the expected results in accordance with the performance standards specified in Section C, and provide the reports and deliverables as described in Section F.

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

B.3.1 –The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is [TBD]. The fixed fee, if any, is [TBD]. The total estimated cost plus fixed fee, if any, is [TBD].

B.3.2 –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 [TBD]. The Contractor must not exceed the aforesaid obligated amount in accordance with Federal Acquisition Regulation (FAR) 52.232.22, “Limitation of Funds.”

B.3.3 Funds obligated hereunder are anticipated to be sufficient through [TBD].

### B.4 PRICE/COST SCHEDULE

Contract Line Items	Total (\$)
<b>CLIN 0001: Objective 1</b>	
Direct Costs	[TBD]
Indirect Costs	[TBD]
Fixed Fee	[TBD]
Sub-Total Estimated Cost Plus Fixed Fee for CLIN 0001	[TBD]

<b>CLIN 0002: Objective 2</b>	
Direct Costs	[TBD]
Indirect Costs	[TBD]
Fixed Fee	[TBD]
Sub-Total Estimated Cost Plus Fixed Fee for CLIN 0002	[TBD]
<b>CLIN 0003: Objective 3</b>	
Direct Costs	[TBD]
Indirect Costs	[TBD]
Fixed Fee	[TBD]
Sub-Total Estimated Cost Plus Fixed Fee for CLIN 0003	[TBD]
<b>CLIN 0004: Objective 4</b>	
Direct Costs	[TBD]
Indirect Costs	[TBD]
Fixed Fee	[TBD]
Sub-Total Estimated Cost Plus Fixed Fee for CLIN 0004	[TBD]
<b>CLIN 0005: Grants Unders Contract</b>	
Grants under Contract	[TBD]
Sub-Total Estimated Cost Plus Fixed Fee for CLIN 0005	[TBD]
<b>Total Estimated Cost Plus Fixed Fee</b>	[TBD]

The Contractor is not allowed to exceed any Contract Line Item nor is authorized to shift funding between Contract Line Items without prior written approval of the Contracting Officer. The fee is fixed according to the Price/Cost Schedule and the terms of this Contract.

**B.5 INDIRECT COST**

For Prime Contractor:

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

**[TBD]**

For Major Subcontractor (if applicable):

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

**[TBD]**

The Contractor and major subcontractor(s) will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the Contracting Officer.

#### **B.6 COST REIMBURSABLE**

The U.S. dollar costs allowable will be limited to reasonable, allocable, and necessary costs determined in accordance with FAR 52.216-7, "Allowable Cost and Payment," FAR 52.216-8, "Fixed Fee," FAR 52.232-20, "Limitation of Cost," and FAR 52-232-22, "Limitation of Funds," if applicable, and AIDAR 752.7003, "Documentation for Payment."

#### **B.7 PAYMENT OF FIXED FEE**

Payment of the fixed fee will be made in accordance with the fee schedule set forth in Section F.8.

In accordance with FAR 52.216-8, payment of fixed fee will be made upon receipt of a proper invoice and must directly correspond to the performance of allowable cost being paid. Two exceptions to paying fixed fee in this manner apply:

- (a) If the CO determines that this method results in paying a disproportionately higher ratio of fixed fee than the percentage of work that the Contractor has completed, then the CO may suspend further payment of any fixed fee until the Contractor has made sufficient progress to justify further payment, up to the agreed percentage.
- (b) The clauses entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Fixed Fee" (FAR 52.216-8) are incorporated into this Contract. The terms and conditions of these clauses apply after total payments of fixed fee reach eighty-five percent (85%) of the total fixed fee.

**[END OF SECTION B]**

**SECTION C – DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK  
STATEMENT**

**[TBD]**

*Note:* This section of the Contract will be derived from Offeror’s proposed Performance Work Statement, referred to in Attachment J.1. Statement of Objectives, and Section L.8.2.a.

**[END OF SECTION C]**

## SECTION D – PACKAGING AND MARKING

### D.1 AIDAR 752.7009 MARKING (JAN 1993)

- A. It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID Standard Graphic Identity. 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 must 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 be retained by the Contractor.

### D.2 COMPLIANCE WITH BRANDING STRATEGY AND BRANDING IMPLEMENTATION & MARKING PLANS

- A. The Contractor must comply with the approved Branding Implementation Plan (BIP) and Marking Plan (MP) dated **[TBD at award]** (Activity Branding and Marking Plans), which is incorporated as a material part of this Contract as an Attachment
- B. The Activity BIP/MP is incorporated as a material part of all subcontracts.
- C. The Contractor must comply with the following Branding Strategy for the contract and all subcontracts (unless otherwise specified in a contract):
  - **Activity Name:** The name of the activity is USAID Ber-IKAN Activity. In every public event or document and in discussions with the Government of Indonesia and other counterparts, the Contractor must identify the activity as “USAID Ber-IKAN” on each reference.

- **Communicate Sponsorship:** USAID is mandated to mark its foreign assistance with the USAID identity (logo) and tagline, “From the American People.” Therefore, in all USAID-funded and related activities, the activity will consistently highlight USAID.
  - a. **TEXTUALLY:** Contractor will include references to USAID in all printed outreach and communications materials, including but not limited to, reports, press releases, website content, social media postings, invitations, publications, fact sheets, presentations, and promotional materials relating to the activity.
  - b. **VERBALLY:** Contractor will ensure that USAID is publicly credited in all verbal outreach and communications activities, including but not limited to, speeches, press conferences, media interviews, presentations, training workshops, videos, films, public service announcements, and community meetings when referencing the activity.
  - c. **VISUALLY:** USAID’s identities will be prominently displayed on all outreach and communications materials, including but not limited to, reports, press releases, website content, invitations, publications, fact sheets, presentations, videos, films, public service announcements, banners, and other promotional materials. Other logos, including a separate activity-specific logo, will not be used. Exceptions may be granted for host government logos as appropriate.
  - d. **WHEN ENGAGING WITH THE MEDIA:** USAID will be acknowledged at all media events and in reporting on the activity. Successes and achievements of the development objectives should be credited to USAID’s assistance as appropriate through dissemination of press materials, including but not limited to, press releases, media interviews, op-eds, etc. Media coverage of the work may include, but not be limited to, radio, local TV, videos, films, webcasts, and print (magazines, newspapers, etc.). (See section H.31 and H.32)
  - e. **THROUGH DIGITAL CONTENT (Websites, Social Media, Blogs, etc.):** USAID will be acknowledged appropriately through all Contractor’s social media channels and content about the activity. All visual content about the activity published through the activity and/or the Contractor’s digital channels must be branded with the USAID logo. Efforts must be made to communicate USAID’s sponsorship to the activities on these digital products when appropriate. USAID reserves the rights to use and own all digital content produced by the Contractor for or about the activity. (See section H.31 and H.32)
- **Maximizing Credit for Assistance:** To maximize credit for USAID’s assistance, Contractor must identify ways to implement branding and marking strategically throughout activity implementation by creating a Strategic Communications Plan (See

section F) and annually update the Communications Plan section as part of the Annual Work Plan.

- **Any Other Organization To Be Acknowledged:** No other organizations or bodies shall be acknowledged publicly in connection with the activity. The Contractor will not create an activity logo.
- **Exceptions to Marking Plan:** USAID may consider programmatic exceptions to its requirements for branding and marking, as provided in ADS 320.3.4.1. Exceptions are rare, programmatic in nature, and reflect the categories of foreign assistance USAID general does not want marked.

D. The Contractor must comply with 2 CFR 700.16, AIDAR 752.7009, and use ADS 320, USAID Graphic Standard Manual, ADS 557 Public Information and ADS 558 Use of Social Media for Public Engagement for guidance.

E. Failure to meet branding and marking requirements may be considered noncompliance with the Contract.

### **D.3 EXCEPTIONS AND WAIVERS TO USAID BRANDING AND MARKING REQUIREMENTS**

USAID may consider programmatic exceptions to its requirements for branding and marking, as outlined in ADS 320.3.4.1. Exceptions are rare, programmatic in nature, and reflect the categories of foreign assistance USAID general does not want marked. USAID may approve exceptions post-award when appropriate. Guidance for applying for exceptions can be found at USAID ADS 320, Branding and Marking.

USAID will only grant waivers in rare circumstances, after considerable deliberation and analysis, and will be narrowly targeted in terms of geography, time, and programmatic application. Guidance for applying for waivers can be found at USAID ADS Chapter 320, Branding and Marking.

In accordance with ADS 320, only the Contracting Officer has the authority to inform the Contractor of USAID's decision to approve an exception or grant a waiver to the branding and marking requirements. Only the CO has the authority to inform the Contractor to comply with such exceptions or waivers. Any branding and marking requirement waiver will be subject to review every six months.

### **D.4 BRANDING AND MARKING FOR GRANTS UNDER CONTRACT**

The Contractor is responsible for including branding and marking requirements for grants under this contract (GUC) in accordance with 2 CFR 700.16. To ensure the marking requirements "flow down" to grantees, subgrants must include the provision as outlined in 2 CFR 700.16(a)(4).

As part of the Contractor's responsibility for managing grants, the Contractor must ensure that all grantees follow the same rules for branding and marking as assistance awards, as described in ADS 320, Branding and Marking, and incorporated herein by reference.

USAID reserves the right to require the USAID Identity to be larger and more prominent if it is the majority donor, or to require that a cooperating country government's identity be larger and more prominent if circumstances warrant; any such requirement will be on a case-by-case basis depending on the audience, program goals and materials produced.

USAID reserves the right to request pre-production review of USAID funded public communications and program materials for compliance with the approved Branding Strategy, Branding Implementation Plan, and Marking Plan.

USAID reserves the right to require marking with the USAID Identity in the event the grantee does not choose to mark with its own identity or logo.

**[END OF SECTION D]**



## **SECTION E – INSPECTION AND ACCEPTANCE**

### **E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

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

### **E.2 INSPECTION AND ACCEPTANCE**

USAID inspection and acceptance of services, reports and required deliverables or outputs must take place at USAID/Indonesia in Jakarta, Indonesia, or at any other place where the services are performed and reports and deliverables are produced or submitted. The Contracting Officer's Representative (COR) listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

### **E.3 PERFORMANCE STANDARDS**

USAID will evaluate the Contractor's performance in accordance with the performance standards set forth the Performance Work Statement of this Contract, FAR Part 42.15, corresponding USAID procedures, and the Contractor's adherence to the annual work plan, reporting against its Activity Monitoring Evaluation and Learning Plan (AMEL Plan) and quality of reports described below. The Contracting Officer (CO) and COR will jointly conduct the evaluation of the Contractor's overall performance.

The Contractor's performance will be evaluated at least annually and at contract completion, and will form the basis of the Contractor's permanent performance record with regard to this contract as required by FAR 42.15 and AIDAR 742.15. Through the Contractor Performance Assessment Reporting System (CPARS), USAID will utilize at a minimum, the following factors:

- Technical Quality (quality of product or service);
- Schedule;
- Cost control;
- Management;
- Utilization of Small Business (as applicable);
- Regulatory Compliance;
- Other Areas (as applicable) (e.g., late or nonpayment to subcontractors, trafficking violations, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension or debarments).

#### **E.4 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

The progress, success and impact of the Contactor's performance under this Contract will be monitored and evaluated as a part of the overall activity results. The QASP is a management process with the intent of encouraging maximum performance, efficiencies, and cost effectiveness by the Contractor.

The QASP must be used as a Government monitoring process to enforce the inspection and acceptance clauses of the contract. The QASP may require modification and/or updates after selection of award to reflect the contractor's known strengths and weaknesses. The QASP is a "living" monitoring process that should be discussed, reviewed and updated regularly but no less than on an annual basis. It is based on the premise that the Contractor, not the Government, is responsible for managing and ensuring that performance standards of the contract are met.

It is the Contractor's responsibility to follow up with the COR to ensure the QASP monitoring process is implemented and updated.

**[END OF SECTION E]**

## SECTION F – DELIVERIES OR PERFORMANCE

### F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	<b>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)</b>	
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-15	STOP-WORK ORDER ALTERNATIVE I	APR 1984
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

### F.2 PERIOD OF PERFORMANCE

The effective date of this contract is the date of the Contracting Officer's signature. The period of performance for this contract is five years from the date of the Contracting Officer's signature date subject to the conditions set forth in **Section H.43 42**.

### F.3 PLACE OF PERFORMANCE

The place of performance of this contract is Indonesia.

### F.4 KEY PERSONNEL

F.4.1 All key personnel are subject to the review and approval by the Contracting Officer. The key personnel that the Contractor must furnish for the performance of the resulting contract are as follows:

[TBD]

F.4.2 Key personnel are considered essential to the work being performed under this contract. Post award, the Contractor must be responsible for providing key personnel for full-time performance for the term of the Contract unless otherwise agreed to by the CO. USAID reserves the right to adjust the number of key personnel during the performance of this Contract. Failure to provide key personnel may be considered non-performance unless such failure is beyond the control of the contractor, and through no fault or negligence, of the Contractor.

F.4.3 Prior to replacing a key personnel, the Contractor must notify both the Contracting Officer and Contracting Officer's Representative (COR) at least two weeks in advance of replacing them and must submit written justification (including name and Statement of Qualification (SOQ) of the proposed replacement candidate) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel will be made by the Contractor without the approval of the Contracting Officer.

F.4.5 The qualifications for key personnel position(s) are as follows:

[TBD]

## **F.5 REPORTS AND DELIVERABLES**

All reports and deliverables must be submitted to the COR by the due dates specified below, Western Indonesian Time, in electronic copy (in Unlocked PDF and MS Word formats). Submissions of reports and deliverables in hard copy may be requested by the COR. Within the first 60 days of the effective date of award, the Contractor and the COR will set a fixed schedule and standard formats for reports including due dates if not otherwise specified in the Contract, except for those reports that will be provided on an ad hoc basis or upon COR request.

In addition to the requirements set forth for submission of deliverables in Section C of the contract, as further specified in the Work Plans, and in accordance with AIDAR 752.242-70, Periodic Progress Reports, the Contractor must submit the reports, deliverables, or outputs as further described below to the COR (referenced in Section G.3).

All reports and deliverables must be in the English language, while executive summaries must be in both English and Bahasa Indonesia. Some reports may be required to be translated into Bahasa Indonesia upon request of the COR. All reports must also follow best practices in the USAID Style Guidance (<https://www.usaid.gov/work-usaid/style-guide>). The COR will inspect all submitted reports and approve according to the list below in accordance with Section E.2.

Upon the COR request and direction, the contractor must share selected reports with the government counterparts.

The Contractor must promptly notify the COR of any problems, delays, or adverse conditions that materially impair the Contractor’s ability to meet the requirements of the contract.

List of Reports and Deliverables:

#	Description	Due Date
<b>Planning and Start-Up Reports/Deliverables</b>		
1	Mobilization Plan and Quick Start Activity Plan	Within 15 calendar days after the effective date of award.
2	Key Personnel Furnished	<del>Within 45 calendar days after the effective date of award.</del> Within 45 days of receiving USAID approval.
3	Quality Assurance Surveillance Plan	Within 45 calendar days after the effective date of award.
4	Rapid Assessment	Within 75 calendar days after the effective date of award.
5	Collaborative Start-up Workshop	Within 75 days after the effective date of award.
6	Gender Analysis Report and Gender Action Plan	Within 100 calendar days after the effective date of award.
7	Strategic Communications Plan	Within 100 calendar days after the effective date of award.
8	Annual Work Plan	First year work plan within 100 calendar days after the effective date of award. Subsequent work plans: September 15 annually.
9	Annual Pause and Reflect Workshop	45 days before the end of each fiscal year
10	Environmental Mitigation and Monitoring Plan and Environmental Compliance Reporting	Annex of Annual Work Plan (see above).
11	Activity Monitoring, Evaluation, and Learning Plan	Within 120 calendar days after the effective date of award.
12	Grants Under Contract Manual	Within 120 calendar days after the effective date of award.

13	Procurement Plan	Within 90 calendar days after the effective date of award.
<b>Periodic Reports/Deliverables</b>		
14	Weekly Updates	On a weekly basis.
15	Quarterly Progress Reports	Within 15 calendar days after the end of each quarter: January 15; April 15; and July 15.
16	Annual Progress Reports	Within 30 calendar days after the end of USG fiscal year (September 30).
17	Short-Term Technical Assistant (STTA) Reports	10 days after the completion of the respective activity
18	Other Technical Reports	30 days after the completion of the respective task
19	Environmental Mitigation and Monitoring Reports or Report of Compliance	Annex of Annual Progress Report (see above).
20	Participant Training Reports	Annex of Annual Progress Report (see above).
21	Submission of Datasets to the Development Data Library (DDL)	Within 30 calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work.
22	Activity Location, Geographic, and Investment by Location Data Collection and Reporting Requirements	Annex of 2 <sup>nd</sup> Quarterly and Annual Progress Report (see above).
23	Subcontract Report	If applicable, the Contractor must submit Subcontract Reports according to the schedule agreed upon with USAID
24	Pipeline Analysis Reports	On a monthly basis.
25	Quarterly Accruals Reports	At end of each quarter: December 15; March 15; June 15; and September 15.
26	General GOI Reporting	The Contractor must submit progress and financial reports according to the schedule agreed upon between USAID and the GOI
27	BAST Reports	On an annual basis. No later than the end of each calendar year.
28	Value Added Tax Reports	On an annual basis. No later than April 16 annually.
<b>Close-out Plans and Report</b>		
29	Non Disposable Property Disposition Plan	90 calendar days prior to completion date of award.
30	Demobilization and Closeout Plan	90 calendar days prior to completion date of award.

31	Final Report	Draft: 60 calendar days prior to completion date of award. Final: 30 calendar days after the completion date of award.
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**F.5.1 Mobilization and Quick Start Activity Plan**

The Contractor must submit a plan that provides a timeline and priority actions to be taken during the initial six-month period to ensure quick start mobilization. Quick start activities may commence prior to work plan approval subject to prior Mission approval. The quick start activity plan must include recruitment and hiring of key personnel and staff, securing office space, and purchase of equipment and supplies, and a plan to conduct a collaborative start-up workshop.

**DUE DATE:** The Contractor must submit the Mobilization and Quick Start Plan within 15 days of the effective date of contract award.

**F.5.2 Key Personnel Furnished**

~~All key personnel must be hired, in country, and ready for implementation no later than 45 days following the contract award effective date.~~

(1) The Contractor must propose all Key Personnel within 15 days of receiving communication from USAID regarding identification of Key Personnel positions; and (2) be hired and ready for activity implementation within 45 days of receiving USAID approval.

**F.5.3 Quality Assurance Surveillance Plan**

The Contractor must submit a Quality Assurance Surveillance Plan (QASP) that provides a systematic method to assess performance for the Contract. Consistent with the terms of the contract, the QASP should include:

- What will be monitored;
- How monitoring will take place;
- Who will conduct the monitoring and;
- How monitoring efforts and results will be documented.

The QASP should not detail how the Contractor accomplishes the work (as opposed to the Annual Work Plan, discussed below). Rather, the QASP is created with the premise that the Contractor is responsible for management and quality control actions to meet the terms of the Contract. It is USAID’s responsibility to be objective, fair, and consistent in evaluating performance. USAID will utilize the QASP to monitor and assess whether the performance standards under the Contract have been met and expected results are being achieved. The QASP will form the basis for an annual management review conducted by USAID and program staff to assess program directions, priorities, achievements, and prior year

implementation results, as well as management and implementation impediments, and to make recommendations for revisions. Further, the performance reports derived from the QASP will be considered in the annual Contractor Performance Assessment Report (CPARS).

Additionally, the QASP should recognize that unforeseen and uncontrollable situations may occur. Therefore, the QASP is a “living document” and USAID may review and revise it on a regular basis. However, USAID will coordinate any changes with the Contractor. Updates shall ensure that the QASP remains a valid, useful, and enforceable document.

In developing the QASP, the Contractor should follow the template provided in Section J.2.

**DUE DATE:** The Contractor must submit the QASP within 45 calendar days after the effective date of award.

#### **F.5.4 Rapid Assessment**

The Contractor will conduct a rapid assessment to understand the fisheries and contextual understanding of the geographic locations, including general fish stock condition, growing threats, general supply chains, social and political economy of the fishing sector. The results of the assessment will be used to develop an improved theory of change or results chains at the Activity and Strategic Approach levels and to serve as foundation to develop the first year Activity Work Plan. The assessment must address the following:

- The general status of fish stock condition and marine ETP species issues associated with the fishing;
- The general supply chains of target fisheries status and;
- The social, cultural, and economy dynamics, including gender issues.

**DUE DATE:** The Contractor must submit the rapid assessment report within 75 days after award.

#### **F.5.5 Collaborative Start-up Workshop**

The objective of the collaborative start-up workshop is to provide a dedicated forum for USAID staff and the Ministry of Marine Affairs and Fisheries to collaborate with the Contractor, their partners, and the key staff implementing the program to refine the Offeror-submitted technical approach and implementation plan, including the proposed theory of change, strategic approaches to achieve results, and performance targets and indicators.

The refined theory of change, depicted as a results chain diagram will serve as the foundation for the Annual Work Plans, the Monitoring, Evaluation, and Learning Plan, the Annual Pause and Reflect workshops, and the Quarterly and Annual Performance Reports. This workshop will be preceded by preparatory meetings to discuss workshop objectives, participants, roles



and responsibilities, information needs, and logistics. The workshop will ensure that the Contractor, their partners, and USAID staff are operating from the same programmatic assumptions.

**DUE DATE:** The Contractor must conduct the collaborative start-up workshop within 75 days of contract award.

### **F.5.6 Gender Analysis Report and Gender Action Plan**

The Contractor must conduct a gender analysis in accordance with the USAID Gender Equality and Female Empowerment Policy and ADS 205. The Contractor will submit a draft Gender Analysis Report and Action Plan within 100 days after the effective award date. The plan will establish the principles, strategy, and means by which the activity will address key constraints and potential opportunities to promote gender integration throughout implementation to achieve the expected outcomes of the Activity. At a minimum, these strategies and principles will aim to reduce gender disparities in access to/control over and benefits from resources, and participation in decision-making. In order to appropriately track the progress in closing the gender gaps, the Contractor must incorporate standard or custom gender indicators into the MEL Plan and report those achievements quantitatively and qualitatively in the Quarterly and Annual report using the gender format. The plan must include the following:

- Training for Contractor staff and partners on gender awareness, gender analysis and gender-responsive planning;
- Collection of sex-disaggregated data for baselines and monitoring of all people-level indicators and use of gender analysis tools to identify gender gaps and disparities and address potential gender issues, and constraints faced by project beneficiaries, particularly at the community level;
- Gender-responsive consultations to encourage the active participation of women, people with disabilities, and people with different sexual orientation and gender identities and ensure that the voices of these key stakeholders are heard and reflected in project plans and activities;
- An explanation of how existing barriers to equal participation and access to resources and opportunities for women, men, people with different disabilities, and sexual orientation and gender identity will be eliminated and/or mitigated, and;
- Tool(s) for examining the differences between the roles of women and men in communities and societies, the different levels of power they hold, their differing needs, constraints and opportunities, and the impact of these differences on their wellbeing.

**DUE DATE:** The Contractor must submit the Gender Analysis Report and Gender Action Plan within 100 days after award together with the submission of the first year annual work plan.

### **F.5.7 Strategic Communications Plan**

The Contractor must submit a Strategic Communications Plan as an annex to the Annual Work Plan. The Strategic Communications Plan will identify specific communication objectives that support strategic approaches and interventions. In formulating this plan, the Contractor must ensure that USAID's contribution to the achievement of communication and programmatic objectives are significantly recognized by the Activity's potential audience, as appropriate.

At a minimum, the Strategic Communication Plan must:

- Describe how communications tools will be used to achieve the communication objectives in support of the goal and objectives of this Activity.
- Identify target audiences and key messages to those audiences.
- Detail how the Contractor will achieve these objectives when creating deliverables and conducting other communications activities (e.g., media engagement, community mobilization, and use of social media).
- Develop measurement tools to determine the extent to which the Strategic Communications Plan has successfully contributed to the communications objectives of the Activity.

USAID encourages the use of social media and online platforms to publicize the work of the Agency, to enhance and further the goal and objectives of the Activity, and to engage with development partners and learn from stakeholder communities in coordination with the existing media outreach and efforts of the USAID/Indonesia mission. If the Contractor will employ social media as part of the Strategic Communications Plan, then the Contractor must prepare a social media strategy in compliance with ADS 558, and incorporated in the Strategic Communications Plan. All digital content to promote the Activity including but not limited to, digital success stories, promotional videos, infographics, must be provided to the COR and the Development Outreach and Communications (DOC) team and distributed via the official USAID/Indonesia social media platforms. The COR will determine the appropriate clearance process for posting content to the Activity's official social media account.

Within the Strategic Communications Plan, the Contractor may determine that an Activity web site should be developed and utilized. According to ADS 557.3.4.1, the Contractor can only develop a web site if it is to achieve Activity implementation goals and is approved by the USAID web site governing board. Websites produced under USAID-financed contracts must comply with applicable Federal, USAID, and security and accessibility laws, policies, and regulations as outlined at: [http://www.usaid.gov/info\\_technology/xweb/](http://www.usaid.gov/info_technology/xweb/).

**DUE DATE:** The Contractor must submit the Strategic Communications Plan within 100 days after award together with the submission of all annual work plans.

### **F.5.8 Annual Work Plan**

#### *Work Plan Purpose and Standards*

The work plan details the actions the Contractor will take to effectively achieve the award's objectives. The work plan serves as a detailed guide to implementation and, once approved, represents an agreement as to the nature and timing of discrete tasks and interventions. Discrete tasks include, but are not limited to, technical assistance, training and learning events, workshops, outreach events (including public and/or media events), and information dissemination activities such as publications and reports. It is essential that the work plan be concise so as to ensure that it will be a simple reference tool for the Contractor to track progress against the approved implementation schedule, and for USAID to monitor and evaluate performance throughout the work plan year and to ensure that award objectives are accomplished on time, on budget, and in accordance with expectations. Each annual work plan will form the basis for an annual management review conducted by USAID and program staff to assess program directions, priorities, achievements, and prior year implementation results, as well as management and implementation impediments, and to make recommendations for revisions.

The Contractor should prepare the annual work plan in close consultation with USAID and GOI counterpart agencies. The annual work plans are intended to be for the use of the Contractor and USAID, together in consultation with the GOI, however there is no expectation of widespread public dissemination.

Work plans will identify a logical sequence of steps to be undertaken to implement each activity component and must include an associated timetable and budget. The Contractor may not include interventions in the work plan that fall outside the Statement of Objective the parameters of the Performance Work Statement. The Contractor's Annual Work Plan will describe how the Contractor intends to organize the year's work including setting project priorities and how the Contractor will organize responsibilities amongst Contractor staff and partners to ensure accomplishment of the tasks. The work plan will address how the Contractor will make effective use of any time during which counterparts are not readily accessible or actively engaged, such as holidays. All interventions described in the work plan must be within the scope of the Contract. When developing the work plan, the Contractor will consult with relevant stakeholders in Indonesia, including the Government of Indonesia, non-government organizations, civil society, communities, other USAID implementing partners, and other donors' implementing partners.

At a minimum, the work plan will include:

- A detailed description of the proposed interventions for the given year. All activities will be organized under the key results as guided by the activity's objectives, results chains and geographic location. It will also include details on sub-contracts, and collaboration with other USAID and non-USAID partners. This description will include the activities, work locations, partners, timeframe and expected outputs. The narrative must communicate the rationale behind the activities (how they will contribute to expected outcomes) and a timeframe for when activities will commence and end. Descriptions and

- explanations regarding environmental requirements for planning, monitoring and mitigation of negative environmental impacts;
- Corresponding schedule depicted on a Gantt chart and resources required to complete the interventions;
  - Description and estimate of amounts of short-term technical assistance, training, and other support resources that would be required to provide the assistance proposed;
  - A summary annual budget showing costs for major interventions for each activity proposed in the work plan;
  - The work plan will address the cross-cutting issues described in section C, and explain how activities will contribute to achieving sustainability of the results achieved;
  - The identification of any assumptions used in preparing the work plan, as well as suggested alternatives if necessary and the methods to assess whether the assumptions hold true;
  - The anticipated risks with regard to achieving the anticipated objectives of the contract and how they will be mitigated;
  - Proposed outreach and communication deliverables and strategic communication activities; updates of the Strategic Communications Plan (noted in F.5.8); any requested waivers, deviations or exemptions to the Branding and Marking plans; and
  - The strategies and approaches the activity will adopt in coordinating and collaborating with other USAID activities/projects, relevant host country governments and other line agencies, local governments and other relevant stakeholders implementing projects in the same geographic locations.

An Executive Summary that gives a basic description of the Activity in plain language with no jargon or abbreviations must be provided, 2-3 pages in length. The Executive Summary must be provided in both English and Bahasa Indonesia. Annual work plans (in their entirety) may be translated into Bahasa Indonesia upon request by the COR.

**DUE DATE:** The Contractor must submit the first year work plan no later than 100 days following the award. The first year work plan will account for the period from the effective date of award to the end of the USG fiscal year on September 31. Subsequent annual work plans will account for planned activities from October 1 to September 31 of each year of implementation and submit each contract year's annual work plan no later than September 15.

#### **F.5.9 Annual, collaborative “Pause and Reflect” workshops**

Annual pause and reflect workshops will be held annually before the end of each fiscal year and will inform the next annual work plan. The format, participation, and final output of the workshop will be defined through consultations with the COR. The workshops and analyses should investigate these questions, as appropriate to the stage of implementation:

- Have proposed activities been implemented as planned?

- Did activities achieve intended results or outcomes, often as measured by indicators?
- Are intermediate results leading to the ultimate results of the program as hypothesized by the results chain?
- Are there any changes in context or the program's thinking that suggests updates to the Activity's results chains?
- What results and activities should be prioritized in the next year's work plan?
- What questions do the contractor and USAID have about implementation that might benefit from other learning approaches or events?

DUE DATE: The Contractor must conduct the annual pause and reflect workshop no later than 45 days before the end of fiscal year.

#### **F.5.10 Environmental Mitigation and Monitoring Plan and Environmental Compliance Reporting**

The Contractor must prepare an environmental mitigation and monitoring plan (EMMP), and integrate the document into the Annual Work Plans, with any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.

At a minimum, EMMPs must include:

- Description of how the Contractor will, in specific terms, implement all Initial Environmental Examination (IEE) conditions that apply to proposed project activities within the scope of the Contract.
- Integrated measures to mitigate potential negative consequences of a changing climate, weak governance, social and environmental impacts, including additional analyses as necessary.
- Information essential to assessing the potential impacts of interventions, and to the identification and detailed design of appropriate mitigation and monitoring measures.

In addition, the Contractor must include environmental compliance in regular or annual activity reports, using indicators as appropriate; develops and submits the Environmental Mitigation and Monitoring Reports (EMMRs); and completes and submits a Record of Compliance (RoC) describing their implementation of EMMP requirements in conjunction with the final EMMR or at the close of sub activities (as applicable). The compliance report must be integrated as an annex into the annual report. Where required by Bureaus or Missions, the Contractor must prepare a closeout plan consistent with contract documentation for COR review and approval that outlines responsibilities for end-of-project operation, the transition of other operational responsibilities, and final EMMR with lessons learned.

At a minimum, EMMRs and RoC must include:

- Description of how the Contractor has, in specific terms, implemented all IEE conditions that apply to proposed project activities within the scope of the Contract.

- Results of monitoring the implementation of environmental and social safeguards, and describing effectiveness of safeguards as described in Section J.1.G.7 (Safeguards and Risk Mitigation).

#### **F.5.11 Activity Monitoring, Evaluation, and Learning Plan**

The Contractor must develop and implement an Activity Monitoring, Evaluation, and Learning (AMEL) Plan in accordance with ADS 201.3.4.10 that measures and tracks progress toward the immediate results and expected outcomes outlined in the contract and the interventions defined in the implementation and work plans.

The AMEL Plan will include:

1. Overall description of the monitoring, evaluation, and learning (MEL) approach, including proposed indicators, methodologies for collection and verification, data sources, and responsible parties.
2. Collaboration with any external evaluations, including Data Quality Assessments (DQA) conducted by USAID;
3. Estimated resources for carrying out MEL activities that are a part of the approved award budget;
4. Performance Indicator Reference Sheet (PIRS) for each mandatory and custom indicator, including the rationale for selected custom indicators at the outcome level;
5. A Logical Framework Matrix that includes all indicators and their baselines, annual target values, life of Activity target values, and disaggregate levels, including disaggregation by sex.

The Contractor must develop qualitative and quantitative indicators, including appropriate Standard Foreign Assistance Indicators (F indicators) as mandated by USAID, to measure the activity achievement at the purpose, IR, sub-IR and output level, and establish baselines for those indicators. All indicators must be consistent with 1) USAID's [Indo-Pacific Vision](#) and 2) USAID/Indonesia's Mission-wide Performance Management Plan.

The Contractor is responsible for ensuring data collection, storage, analysis, reporting as well as ensuring the quality of indicator data, including those provided by any sub-awardees. The Contractor must ensure the validity, integrity, precision, reliability, and timeliness of data used for measuring performance of the Activity and informing decision making. All externally reported indicators must have a data quality assessment (DQA).

In order to better represent the results of USAID-funded activities, when applicable USAID requires geographically disaggregated indicators to measure the Activity's results. Such indicators include information on the location or geographic scale of the Activity's performance, impact, or other information. Geographically disaggregated indicators enable the Activity to investigate the geographic variation in performance for improved monitoring,

learning and adapting. In the AMEL plan, the Contractor must identify which indicators lend themselves to geographic representation and report accordingly. The AMEL plan must demonstrate how such geographically disaggregated indicators will be used to analyze Activity performance and inform management decisions.

The AMEL plan must include indicators that USAID uses in its own standardized reporting as well as indicators that the Contractor believes to be necessary in order to adequately measure and track progress and impact of the range of possible tasks. The Contractor must describe the rationale behind the indicators selected (relevance of the indicator, data quality, availability, cost-effectiveness of collection, etc.) and tradeoffs will be agreed upon jointly with the COR. The Contractor is encouraged to keep these to the minimum number necessary for monitoring needs and to propose innovative approaches and creative technologies for data collection. Outcome indicators, as opposed to output indicators, should be used whenever possible.

The Contractor must include a CLA Plan as part of the AMEL Plan. The CLA Plan must describe how the Contractor will:

- Collaborate with USAID; government counterparts; and other stakeholders.
- Establish a learning agenda, including opportunities to reflect on progress, review challenges and successes, and learn from failure.
- Incorporate learning into the implementation of activity, including the process by which adjustments will be made.

As part of CLA, the MEL plan should be revised as needed in response to changes in the Activity or context that occur during the life of the Activity, including changes to USAID mandatory standard indicators and indicator disaggregate categories. All changes must be approved in writing by the COR.

In developing the AMEL plan, the Contractor should follow the guidance outlined in USAID's How-To Note: Activity Monitoring, Evaluation, & Learning (AMEL) Plan document: [https://usaidlearninglab.org/sites/default/files/resource/files/cleared\\_-\\_how-to\\_note\\_-\\_activity\\_mel\\_plan\\_sep2017.pdf](https://usaidlearninglab.org/sites/default/files/resource/files/cleared_-_how-to_note_-_activity_mel_plan_sep2017.pdf). The Contractor is highly encouraged to utilize the AMEL Plan template that will be provided by the COR.

The Contractor must submit AMEL data in quarterly and annual reports.

**DUE DATE:** The Contractor must submit the Initial AMEL Plan within 120 days after the contract effective award date to the COR for approval.

#### **F.5.12 Grants Under Contract Manual**

The Grants Under Contract (GUC) will be utilized to effectively engage diverse stakeholders, provide capacity building for local organizations, and to encourage participation and/or

collaboration of private sector and local entities toward the achievement of the Activity's goal and objective and sustainability of the interventions to carry on beyond the end of this Activity. To the extent possible, USAID encourages the use of local organizations, small scale fisher groups, women groups and indigenous groups.

The Contractor must administer grants and, where appropriate, provide technical assistance, training, and/or other Contractor inputs to Grantees under this Grants Fund that focus on building the capacity of these organizations to successfully achieve specific objectives that respond to expressed local needs and contribute to the achievement of stated Activity objective.

The GUC manual should include the following content:

- How grant opportunities will be announced,
- Templates for applications,
- Process by which applications will be reviewed,
- Criteria for selecting awards.
- Types of grants that may be awarded (fixed award, simplified grant, in-kind grant, and standard grant),
- Methodology for monitoring awards (including their reporting requirements), and
- Guidance to complete all requirements related to the environmental compliance (i.e. Environmental Screening Form and Report).

**DUE DATE:** The Contractor must submit the Grants Manual and Grant Implementation Plan within 120 days from contract award.

#### **F.5.13 Procurement Plan**

The Contractor must submit a Procurement Plan to the Contracting Officer for approval contains the following information:

- Specifications and the estimated costs of all non-expendable supplies and equipment to be purchased under this contract;
- Specifically identify any IT equipment to be purchased;
- An explanation of the intended use of each item;
- Description of how the Contractor will monitor and control use of non-expendable resources.

The Contractor must abide by all source and origin requirements when procuring non-expendable commodities under this Contract. The Contract must comply with the requirements of Section H.36 (See AAPD 16-02 REVISION 2, Deviations M/OAA-DEV-FAR-20-3c and M/OAA-OAA-DEV-AIDAR-20-2c, Issued April 2020) and FAR 52.204-25 regarding purchase of IT equipment.



**DUE DATE:** The Procurement Plan must be submitted to USAID within 90 days of the award effective date.

#### **F.5.14 Weekly Updates**

The Contractor must submit weekly progress updates at a regularly recurring time/day as defined by the COR. Weekly progress updates are short informational highlights that demonstrate results from the previous week. USAID will provide a template for weekly progress reports upon award.

#### **F.5.15 Quarterly Progress Reports**

The quarterly report should not be longer than 35 pages, excluding an Executive Summary and annexes, and will include the following contents:

- progress and achievements against the work plan during the reporting period;
- identification of specific problems and delays and recommendations for adjustments and corrective action;
- significant learning and how this will be used for any adjustments to activities or approaches;
- highlights and future implications of any high-level meetings held and field visits;
- progress and/or issues pertaining to cross cutting issues such as gender, youth, disability, nutrition, climate change, and environmental compliance;
- coordination with other USAID activities and other partner programs; and
- Detailed reporting on the status and outcomes of communication activities and outreach and communication deliverables described in the annual work plan, and as appropriate, lessons learned and recommendations for future communications. This section should include reporting of media coverage/press clips as well as website and social media reach (if any). Annually, this reporting must also describe Contractor's compliance with the Branding Implementation and Marking Plans.

An Executive Summary must be provided, 2-3 pages in length. The Executive Summary must be provided in both English and Bahasa Indonesia. The Executive Summary must provide a basic description of the Activity in plain language with no jargon or abbreviations. The Executive Summary must explain what the Activity is doing, how it's accomplishing its objectives, why the work is important, and notable results/impacts for the quarter.

The following information must be provided as annexes:

- Logical Framework Matrix including all indicators and their level of aggregates, progress against annual targets and out-year target values;
- A list of planned public events (if any) that provides sufficient information on any press involvement, participation of USAID personnel, or high level government officials that may be required for the next quarter;

- Based on the deliverables schedule set forth in the Annual Work Plan, at least two “Success Stories” that highlight the impact of the Activity. The stories must articulate how the Activity has resulted in positive change and ideally capture human-centered stories that help audiences personally and emotionally connect. All success stories must be shared electronically with the USAID/Indonesia Development Outreach and Communications (DOC) team at [jakartadocs@usaid.gov](mailto:jakartadocs@usaid.gov). A minimum of one success story per year must highlight gender equality and social inclusion efforts;
- If appropriate as determined by the COR, electronic datasets (softcopy) used for the quarterly progress report; and,
- If appropriate as determined by the COR, electronic copies of all products produced under the contract including but not limited to: publications, studies, presentations, trip reports, technical reports, and original photo files (with photographer’s credit) .

**DUE DATE:** The Contractor must submit Quarterly Progress Reports 15 days after the end of each of the first three quarters of each USG fiscal year calendar. In lieu of the fourth quarterly report (July-September), the Contractor will submit an Annual Progress Report that consists of a summary of quarter four achievement and indicator as an annex.

#### **F.5.16 Annual Progress Reports**

The Contractor must develop an annual progress report for each year of implementation. The annual progress report is not intended to be a compilation of quarterly progress reports; rather, the annual progress report must set out, in text and graphically, progress made in the achievement of expected results. At a minimum, the Contractor must submit annual progress reports with the following contents:

- Executive Summary;
- Progress and achievements as defined in the annual work plan during the reporting period;
- Identification of specific problems and delays, and recommendations for adjustments and corrective action;
- Significant learning and how this will be used for any adjustments to activities or approaches;
- Highlights and future implications of any high-level meetings held and field visits;
- Progress and/or challenges pertaining to cross cutting issues such as gender, youth, disability, nutrition, climate change, and environmental compliance; and,
- Description of coordination efforts with other USAID activities and other development partner programs.

The Executive Summary must be 2-3 pages in length. The Executive Summary must be provided in both English and Bahasa Indonesia. The Executive Summary must provide a basic description of the Activity in plain language with no jargon or abbreviations. The Executive

Summary must explain what the Activity is doing, how it's accomplishing its objectives, and why the work is important.

The following information will be provided as annexes:

- A list of planned public events (if any) where press involvement or participation of USAID personnel or high level government officials are required for the next quarter;
- Logical Framework Matrix including all indicators and their level of aggregates, progress against annual target values and out-year target values. Any achievement that is more than 10 percent above or below the annual target value must have a deviation explanation;
- Communications report that includes at least two "Success stories" and one "Innovation Story" as described in F.5.15 Quarterly Progress Reports;
- The compliance report as described in F.5.10 Environmental Mitigation and Monitoring Plan and Environmental Compliance Reporting;
- Participant training report as described in F.5.22 Participant Training Reports;
- If appropriate as determined by the COR, electronic datasets (softcopy) used for the quarterly progress report; and,
- If appropriate as determined by the COR, electronic copies of all products produced under the contract including publications, studies, presentations, trip reports, technical reports.

**DUE DATE:** The Contractor must submit annual progress reports 30 days after the end of each USG fiscal year (Fiscal Year: October 1 – September 30).

#### **F.5.17 Short-Term Technical Assistant (STTA) Reports**

The Contractor must provide electronic copies of all STTA reports including analyses, policy recommendations, studies, etc. to the COR within 10 days of receipt or completion by the consultant. The Contractor must submit to the COR copies of materials developed under the STTA, including but not limited to, course curricula workshop reports, compilations of best practices, and procedural and operating manuals. For reports and materials submitted in Bahasa Indonesia, the Contractor must provide a detailed summary in English, including key recommendations and findings.

**DUE DATE:** As set forth in the Annual Work Plan or based on agreement with COR.

#### **F.5.18 Other Technical Reports**

The contractor must prepare and submit technical reports as specified in the approved work plan to USAID for COR review and to the MMAF. The technical reports include but are not limited to: assessments/studies, training classes, workshops and conferences.

DUE DATE: These reports must be delivered no later than 30 days after the completion of the respective task.

#### **F.5.19 Environmental Mitigation and Monitoring Reports or Report of Compliance**

After completing the first full year of project implementation and each subsequent year, the Contractor will submit an Environmental Mitigation and Monitoring Report. The completed EMMR will be submitted as an annex to next year's Annual Work Plan. Along with the final EMMR or at the close of sub activities, as applicable, the Contractor will submit a Record of Compliance (RoC) describing implementation of EMMP requirements. Please see F.5.10 Environmental Mitigation and Monitoring Plan and Environmental Compliance Reporting for more information.

#### **F.5.20 Participant Training Report**

The Contractor must ensure that all recipients of training comply with U.S. Government visa requirements and USAID policy on participant training. Further information on these requirements can be obtained from ADS Chapter 252 (detailed information regarding visa compliance guidelines) and ADS Chapter 253 (guidance on USAID-funded training programs, including the mandatory use of TEAMS). The participant training report will be submitted as an annex to each annual report.

#### **F.5.21 Submission to the Development Data (DDL)**

Please refer to ADS 302, USAID Direct Contracting, Section 302.3.5.22, "Submission of Datasets to the Development Data Library (DDL)" for additional guidance.

##### *Definitions – For the purpose of submissions to the DDL*

"Dataset" is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 "Submission Requirements for Development Experience Documents").

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

*Submissions to the Development Data Library (DDL)*

The Contractor must submit to the Development Data Library (DDL), at [www.usaid.gov/data](http://www.usaid.gov/data), in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subcontractor at any tier. The submissions must include supporting documents describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality and explanations of redactions.

Unless otherwise directed by the Contracting Officer (CO) or the Contracting Officer Representative (COR), the contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The contractor must also provide to the COR an itemized list of any and all DDL submissions.

The contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the contractor must submit a notice to the DDL by following the instructions at [www.usaid.gov/data](http://www.usaid.gov/data), with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

The contractor must submit the Datasets following the submission instructions and acceptable formats found at [www.usaid.gov/data](http://www.usaid.gov/data).

The contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.

The contractor must not submit classified data to the DDL.

### **F.5.22 Activity Location, Geographic, and Investment by Location Data Collection and Reporting Requirements**

In accordance with ADS 579, USAID has established its requirements governing development data collection and management.

The following provides requirements for reporting:

#### **1. Activity Location Data Collection and Submission Standards**

- a) Activity Location Data is the geographic location or locations where an activity is implemented. The geographic detail at which USAID/Indonesia Activity Location Data must be collected is “Admin 2” or “Kabupaten/Kota.”
- b) Activity Location Data must be submitted electronically in Microsoft Excel format using the USAID/Indonesia Activity Location Template (available upon request). This template describes the level of geographic detail that is required.
- c) Activity Location Data must be submitted as part of the second quarterly and annual progress report.

#### **2. Geographic Data Collection and Asset Submission Standards**

- a) In consultation with the COR, USAID will inform the Contractor of the level of geographic detail at which Geographic Data must be collected and reported.
- b) In determining the appropriate geographic data collection method, the Contractor must comply with ADS 579saam, Geographic Data Collection and Submission Standards.
- c) Geographic Data must be submitted as part of the annual progress report, with the exception of geographically disaggregated indicators, which must be submitted as part of the regular quarterly reports.

#### **3. Investment by Location Data Collection and Submission Standards**

- a) For the purpose of data collection, “investments” are defined as the best estimation of the total amount of U.S. Government funds distributed in each Kota/Kabupaten (admin 2) for each fiscal year for the life of the activity. This estimate is derived from the budget numbers, and not actual expenditures.
- b) Investment by Location Data must be submitted electronically in Microsoft Excel format using the USAID/Indonesia Investment Mapping Template (available upon request). This template describes the instruction on how to calculate and record the requested information.

- c) Investment by Location Data must be submitted as part of the second quarterly progress report.

4. All Activity Location Data and Geographic Data collection and submissions must comply with the standards set forth in ADS 579saam, Geographic Data Collection and Submission Standards. This information is available upon request.

Contractors are highly encouraged to review ADS 579saam, Geographic Data Collection and Submission Standards – An Additional Help For ADS 579 for supplemental guidance when preparing their data collection and reports.

#### **F.5.23 Subcontract Report (Only Applicable to Large Business Prime Contractors)**

The Contractor must comply with the subcontract reporting requirements in FAR 52.219-9. Large business prime contractors must submit periodic reports which show compliance with their subcontracting plan. The Contractor must submit its report via the electronic Subcontracting Reporting System (eSRS) in accordance with the instructions on the website. The annual Subcontracting Report and the final Summary Subcontracting Report (SSR) are available online at <http://www.esrs.gov>.

The work of the small businesses identified in the Subcontracting Plan must be tracked against the Prime's proposed goals and Section C requirements. When failure to meet the goals of the small business subcontracting plan as stated in Section H, Subcontracting, the Contractor must state in the report (either remarks field or separate letter) what good faith effort has been made to meet the goals; and/or future plan on how to improve small business opportunities for future years of the Activity.

The Contractor must promptly notify the Contracting Officer and COR of any problems, delays, or adverse conditions which materially impair the Contractor's ability to meet the subcontracting requirements of the Contract.

#### **F.5.24 Financial Reports – Monthly Pipeline Analysis**

The Monthly Pipeline Analysis must include at a minimum the following information: current award budget, actual costs incurred to-date, projected expenditures through the expiration date, and remaining funds under the award. Templates for the report will be provided upon the award.

DUE DATE: The Pipeline Analysis Reports must be submitted to the COR at the end of each month. A copy of the report will be forwarded to the Contracting Officer.

#### **F.5.25 Financial Reports – Quarterly Accrual Reports Financial Reports**

The Quarterly Accrual Report must include at a minimum the following information: current award budget, actual costs incurred to-date, projected expenditures through the expiration date, and remaining funds under the award. Templates for the report will be provided upon the award.

**DUE DATE:** The Accrual Reports must be submitted to the COR on a quarterly basis, no later than the 15th of March, June, September and December of each year, covering the period through the end of the reporting quarter

## **Government of Indonesia Special Reporting**

### **F.5.26 General GOI Reporting**

Based on agreements between USAID and the GOI, the Contractor must submit: 1) Progress Reports (monthly, quarterly, annually), 2) Quarterly Financial Reports to comply with the reporting system of GOI technical counterparts. USAID will provide a template for these reporting requirements upon award.

**DUE DATE:** The Contractor must submit progress and financial reports according to the schedule agreed upon between USAID and the GOI.

### **F.5.27 BAST Reporting**

*Berita Acara Serah Terima* (BAST, which is also referenced as the “Handover Certificates”) is a report on USAID’s non-cash (goods and services) contributions to the Government of Indonesia (GOI). BAST reporting is required by the Indonesia Ministry of Finance, in order to transparently report the amount and types of assistance provided by the USG to the GOI. The BAST is signed by both USAID and the GOI institution as recipient, and registered with the Ministry of Finance. At least annually, the Contractor must provide USAID with information on the goods and/or services and prepare BAST reporting according to USAID and GOI standards for BAST reporting.

**DUE DATE:** Upon USAID agreement with the Activity’s KKP Technical Leads and Implementing Units under the Grant Implementation Agreement (GIA) and in coordination with the COR, the Contractor must submit BAST reports at least annually and no later than the end of each calendar year.

### **F.5.28 Value Added Tax Reporting**

In accordance with the October 12, 2017 USAID/Indonesia Office of Acquisition & Assistance Notice 03-CY17, or any subsequent amendments thereto, the Contractor must provide the required VAT reporting as set forth therein.



DUE DATE: The Contractor must submit VAT reports to the OAA Mailbox at [ooa-  
indo@usaid.gov](mailto:ooa-indo@usaid.gov) , with a copy to the COR, no later than April 16 each year. The submission must be entitled “VAT Payment Log Report – [NAME OF IMPLEMENTING PARTNER – AWARD NUMBER].

#### **F.5.29 Non-Disposable Property Disposition Plan**

The contractor must develop a non-disposable property disposition plan for contractor and subcontractor(s) for property with market value above \$500 in accordance with government regulations, reviewed by the COR and approved by the Contracting Officer.

DUE DATE: The Contractor must submit a Non-Disposable Property Disposition Plan no later than 90 calendar days prior to the contract completion date.

#### **F.5.30 Demobilization and Closeout Plan**

The Contractor must submit a Demobilization and Closeout Plan that must include, but not limited to, the following:

- A plan for the phase-out of in-country operations;
- Delivery schedule for all reports or other deliverables required under the Contract;
- A timetable for completed all required actions;
- Dates for final delivery of all goods and services for grants and subcontracts;
- Review of contract and/or grant files for audit purposes and final billing to USAID;
- A schedule to address office leases, bank accounts, utilities, cell phones, personnel notification, outstanding travel and payments, household shipments, vehicle leases; phone subscriptions, etc;
- Receipt of all final invoices and award performance reports;
- Report use of funds not required for the completion of the contract; and,
- A timetable of final activities disseminating the Activity’s lessons learned, best practices supported by the Activity.

DUE DATE: The Contractor must submit a Demobilization and Closeout Plan no later than 90 calendar days prior to the contract completion date.

#### **F.5.31 Final Report**

The Contractor must submit a final report detailing all activities and major achievements and their impacts throughout the life of the Activity. At a minimum, the final report must include:

- An executive summary in English and Bahasa Indonesia;
- An overall description of all outputs, interventions completed, benchmarks achieved (as

- measured by performance indicators included in the AMEL plan) and the significance of these interventions to the attainment of the Activity's goal and objectives, including relevant GOI goals and objectives;
- Accomplishments against the approved Annual Work Plans, including overall Activity results per indicator;
  - Description of how the cross-cutting issues were addressed in implementation;
  - Communications report, that discusses how the communications objective achieved and measured, including lessons learned and a summary of Success Stories submitted to USAID during the life of the Activity;
  - Lessons learned during the implementation and suggested ways to resolve constraints identified, including those that are gender related;
  - Sustainability of the interventions after the Activity ends, specifically how government and local stakeholders will continue the innovation and best practices, and allocate sufficient human and financial resources;
  - Comments or recommendations where follow-up work by USAID and other entities could reinforce and further consolidate achieved results under the Contract;
  - Consolidated financial report that describes in detail how Contract funds were utilized;
  - An index of all reports and informational products produced under this Contract; and,
  - Status of and lessons learned in implementing the conditions of the environmental compliance requirements, the Initial Environmental Examination (IEE) and Environmental Monitoring and Mitigation Plan (EMMP).

**DUE DATE:** The Contractor must submit a draft final report for review no later than 60 calendar days prior to the contract completion date. Within 30 calendar days after the contract completion date, the Contractor must submit a final report.

## **F.6 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (September 2013)**

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

(1) Within thirty (30) calendar days of obtaining the Contracting Officer Representative's approval, the Contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that (1) describe the planning, design, implementation, evaluation, and results of development assistance; and (2) are generated during the life cycle of development assistance programs or activities.) The Contractor must also submit

computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

- (i) Time-sensitive materials such as newsletters, brochures or bulletins.
- (ii) The Contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing or management information.

(2) Within thirty (30) calendar days after completion of the contract, the Contractor must submit to the DEC any reports that have not been previously submitted and an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

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

(1) Standards.

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

(2) Essential bibliographic information. Descriptive information is required for all Contractor products submitted. The title page of all reports and information products must include the contract number(s), Contractor name(s), name of the USAID Contracting Officer's Representative, the publication or issuance date of the document, document title, (if non-English, provide an English translation of the title),

author name(s), and development objective or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as separate cover sheet, the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

**F.7 AIDAR 752.229-71 REPORTING OF FOREIGN TAXES (JULY 2007)**

- (a) The Contractor must annually submit a report by April 16 of the next year.
- (b) Contents of Report. The reports must contain:
  - (1) Contractor name.
  - (2) Contact name with phone, fax number and e-mail address.
  - (3) Contract number(s).
  - (4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
  - (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
  - (6) Any reimbursements received by the Contractor during the period in paragraph (b) (4) of this clause regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in paragraph (b)(4) of this clause received through March 31.
  - (7) Report is required even if the Contractor did not pay any taxes during the reporting period.
  - (8) Cumulative reports may be provided if the Contractor is implementing more than one program in a foreign country.
- (c) Definitions. As used in this clause --
  - (1) “Agreement” includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
  - (2) “Commodity” means any material, article, supply, goods, or equipment.
  - (3) “Foreign government” includes any foreign governmental entity.
  - (4) “Foreign taxes” means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to: tax-indo@usaid.gov with a copy to the Contracting Officer Representative (COR).

(e) Sub-agreements. The Contractor must include this reporting requirement in all applicable subcontracts, sub-grants and other sub-agreements.

(f) For further information see <http://2001-2009.state.gov/s/d/rm/c10443.htm>.

**F.8 FEE SCHEDULE**

Pursuant to FAR 16.306(d) “Cost-Plus-Fixed-Fee Contracts,” payment of fixed fee will be based on the completion of expected results stated in the Performance Work Statement (PWS) in Section C. The fee payments are based on the following schedule:

[TBD]

*Note:* The following is an illustrative fee schedule based on completion of expected results provided in the PWS.

	Estimated Timeframe	% of Fee	Fee (\$)
Expected Result 1.1.1	[Quarter 1-4 / Year 1-5 ]		
Expected Result 1.2.1			
Expected Result 1.3.1			
Expected Result 1.4.1			
Expected Result 2.1.1			
Expected Result 2.2.1			
Expected Result 2.3.1			
Expected Result 2.4.1			
Expected Result 3.1.1			
Expected Result 3.2.1			
Expected Result 3.3.1			
Expected Result 3.4.1			
Expected Result 4.1.1			
Expected Result 4.2.1			
Expected Result 4.3.1			
Expected Result 4.4.1			
<b>Total</b>			

[END OF SECTION F]

## SECTION G – CONTRACT ADMINISTRATION DATA

### G.1 ADMINISTRATIVE CONTRACTING OFFICE

The administrative contracting office is the USAID/Indonesia Office of Acquisition and Assistance, which can be contacted at the following addresses:

United States Mailing Address

Office of Acquisition & Assistance  
USAID/Indonesia  
American Embassy Jakarta  
Unit 8135 USAID  
FPO, AP 96520-8135

Jakarta, Indonesia Address

Office of Acquisition & Assistance  
USAID/Indonesia  
American Embassy  
Jalan Medan Merdeka Selatan 3-5  
Jakarta, Indonesia 10110

### G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer (CO) is the only person authorized to make or approve any changes in the requirements of this contract and notwithstanding any provisions contained elsewhere in this Contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes 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 no adjustment will be made in the contract terms and conditions, including price.

### G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative (COR) will be appointed by the Contracting Officer through a separate COR designation letter, a copy of which will be provided to the Contractor. The COR will provide the technical direction under this contract (COR information will be provided at the time of award). S/he will be located in the **Office of Environment** at the following address:

[TBD]

### G.4 CONTRACTOR'S PRIMARY POINT OF CONTACT

The contractor's primary point of contact for this award is:

[TBD]

## **G.5 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID**

USAID/Indonesia will provide technical direction to the Contractor through the designated COR. The Contracting Officer will issue a letter appointing the COR for the Contract and provide a copy of the designation letter to the contractor.

(a) Technical Direction 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 J.1.

(b) The COR is authorized by designation to take any or all actions 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 must be signed as "Contracting Officer's Representative" with a copy furnished to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems. This includes compliance with USAID and host countries' environmental regulations.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

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

(c) In the separately-issued COR designation letter, the Contracting Officer designates an alternate COR to act in the absence of the designated COR, in accordance with the terms of the letter.

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

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



**G.6 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)**

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The 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	Amt. Vouchered To Date	This Period
0001	Service Desc.		\$XXXX.XX	\$XXXX.XX
0002	Service Desc.		\$XXXX.XX	\$XXXX.XX
0003	Service Desc.		\$XXXX.XX	\$XXXX.XX
Total			\$XXXX.XX	

- (2) The fiscal report shall include a certification, signed by an authorized representative of the Contractor, as follows:

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

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

- (3) 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 instruction 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.
- (4) 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.
- (5) 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.7 PAYING OFFICE**

(a) The paying office for this contract is:

Office of Financial Services (OFS)  
USAID/Indonesia  
American Embassy Jakarta  
Unit 8135 USAID  
FPO AP 96520-8135  
E-mail: jktpay@usaid.gov

(b) Electronic submission of invoices is required. Electronic documentation will be sufficient; hardcopies or faxed copies will not be needed.

(c) In order to receive payment, all deliverables must be accepted and approved by the COR.

**G.8 ACCOUNTING AND APPROPRIATION DATA**

**[TBD]**

**[END OF SECTION G]**

**SECTION H – SPECIAL CONTRACT REQUIREMENTS**

**H.1 NOTICE LISTING CONTRACT CLAUSE INCORPORATED BY REFERENCE**

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

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
<b>AIDAR (48 CFR Chapter 1 and 7)</b>		
722-103-2	POLICY	
722-170	EMPLOYMENT OF THIRD COUNTRY NATIONALS (TCN) AND COOPERATING COUNTRY NATIONALS (CCN)	
752.202-1	DEFINITIONS	JAN 1990
752.204-72	ACCESS TO USAID FACILITIES AND USAID’S INFORMATION SYSTEMS	AUG 2013
	DEVIATION	APR 2020
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.219-70	USAID MENTOR-PROTÉGÉ PROGRAM	JULY 2007
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007
752.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	JUL 1997
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL 2007
752.231-72	CONFERENCE PLANNING AND REQUIRED APPROVALS	AUG 2013
	DEVIATION	APR 2020
752.245-70	GOVERNMENT PROPERTY - USAID REPORTING REQUIREMENTS	
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
	DEVIATION	JUN 2020
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997

752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
752.7028	DIFFERENTIAL AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991
752.7037	CHILD SAFEGUARDING STANDARDS	AUG 2016
752.7038	NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES OR SERVICES	OCT 2016

## **H.2 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this award is “937.” Local procurements are to be accomplished in accordance with AIDAR 752.225-71 and ADS 311.

## **H.3 LOGISTIC SUPPORT**

The Contractor must be responsible for furnishing all logistic support under the contract. USAID/Indonesia will not provide any logistical support.

## **H.4 SUBCONTRACTOR CONSENT**

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

[TBD]

Subsequent or additional Sub-Contractor and the content of their Subcontracts require prior written approval from the Contracting Officer.

## **H.5 SUBCONTRACTING PLAN REPORT FOR INDIVIDUAL CONTRACTS AND SUMMARY CONTRACTING REPORT**

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

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

## **H.6 GRANTS UNDER CONTRACT (GUC)**

The Contractor must obtain approval for grants under contract in accordance with the procedures outlined below. The Contractor must ensure that all grants comply with USAID's policy regarding grants under contract as described in ADS 302.3.4.13. The following requirements apply to any grant awarded by a Contractor under this award:

- (a) USAID must be significantly involved in establishing the selection factor and must approve recipients. Unless otherwise directed by the CO, the COR will have the authority in the grant selection process and provide approval for each award to ensure that it contains: i) proper terms and conditions; ii) appropriate grant provisions; iii) proper format; and d) relevant Agency policies and procedures, including ADS 303, 2 CFR 200, and 2 CFR 700.
- (b) USAID retains the right to terminate the grant activity (activities) unilaterally in extraordinary circumstances.
- (c) The Contractor is not authorized to execute or administer Cooperative Agreements on USAID's behalf.
- (d) Requirements which apply to USAID-executed grants will also apply to grants signed by the Contractor.
- (e) The Contractor must award such grants only to ~~local and locally-established entities~~ **local entities or locally-established partners**.
- (f) The Contractor must prepare and submit for CO approval, a Grants Manual that outlines, at a minimum, the competition process, selection factor, types of grants to be utilized once the Grants Manual is approved by the CO, the COR must have the authority to approve the grant recipient selection.
- (g) The Contractor must comply with all USAID policies, procedures, regulations, and provisions set forth in the contract in particular to FAR clause 52.203-16 Preventing Personal Conflicts of Interest, and ensure:

- (1) sufficient time to complete grantee audits,

- (2) sufficient time for the grantee to submit a final report to the Contractor, and
- (3) sufficient time for the Contractor to complete its review of the grantee and provide a final report to the government before close-out.

#### **H.7 AIDAR 752.7007 PERSONNEL COMPENSATION (JULY 2007)**

- a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract.
- b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

#### **H.8 WORK WEEK**

- (a) Non-overseas Employees - The length of the Contractor's U.S., non-overseas employees workday must be in accordance with the Contractor's established policies and practices and must not be less than 8 hours per day and 40 hours per week.
- (b) Overseas Employees - The work week for the Contractor's overseas employees must not be less than 40 hours and must 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.
- (c) Short-Term Technical Assistance (STTA) – STTA are authorized up-to six-day workweek in the Cooperating Country with no premium pay. Any six-day workweek with an additional premium pay proposed for STTA requires prior written concurrence of the COR and prior written approval of the CO.

#### **H.9 AIDAR 752.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (DEC 1991)**

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

(b) If USAID or the contractor has secured a waiver of DBA coverage (see (48 CFR) AIDAR 728.305-70(a)) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such 04/22/2016 Partial Revision 96 employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.

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

**H.10 DEFENCE BASE ACT (DBA) INSURANCE FOR 2015 – 2021**

Pursuant to AAPD 17-01 – Revision 2  
 Defense Base Act (DBA) Insurance for 2015-2021  
 ([https://www.usaid.gov/sites/default/files/documents/aapd17\\_01\\_Rev2.pdf](https://www.usaid.gov/sites/default/files/documents/aapd17_01_Rev2.pdf)) below find the DBA rates and contact information.

A. Rates

<b>Contract Year</b>	<b>Period of Performance</b>	<b>Services</b>
Base Period	12/1/15 – 11/30/17	\$2.00
Option 1	12/1/17 – 11/30/18	\$2.00
Option 2	12/1/18 – 11/30/19	\$2.00
Option 3	12/1/19 – 11/30/20	\$2.00
Extension	12/1/20 – 5/31/21	\$2.00

**Notes:**

- Employee salary does not include overseas recruitment incentives, post differential, per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance, and other miscellaneous post allowances. USAID limits the maximum compensation rate applicable to claimants to 200 percent of the current national average weekly wage (NAWW) as calculated by the Secretary of Labor. The current NAWW can be found at <http://www.dol.gov/owcp/dlhwc/nawwinfo.htm>.



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

#### B. Obtaining DBA Coverage

Contractors must apply for coverage directly to AON Risk Insurance Services Inc., the agent for AWAC DBA Insurance. For instructions on the required application form and submission requirements, contact the following office:

AON Risk Insurance Services West, Inc.  
2033 N. Main St., Suite 760  
Walnut Creek, CA 94596-3722

Hours: 8:30 A.M. to 5:00 PM, Pacific Time

Primary Contact: Fred Robinson  
Phone: (925) 951-1856  
Fax: (925) 951-1890  
Email: [Fred.Robinson@aon.com](mailto:Fred.Robinson@aon.com)

#### **H.11 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)**

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

arrival.

#### **H.12 BUSINESS CLASS TRAVEL**

For cost effectiveness, economy class travel must be used on all official travel funded under this contract. Business class travel will only be used under exceptional circumstances and in compliance with FAR 31.205.46.

#### **H.13 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)**

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

- The individual's full name, home address, and telephone number.
- The name and number of the contract, and whether the individual is an employee or dependent.
- 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.
- The name, address, and telephone number(s) of each individual's next of kin.
- Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

#### **H.14 FOREIGN GOVERNMENT DELEGATION TO INTERNATIONAL CONFERENCES**

Funds in this award 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" <https://www.usaid.gov/sites/default/files/documents/1868/350maa.pdf> or as approved by the CO/COR.

#### **H.15 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES**

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

[TBD]

#### **H.16 AIDAR 752.245-71 TITLE TO AND CARE OF PROPERTY (APR 1984)**

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

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

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

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

#### **H.17 GOVERNMENT FURNISHED FACILITIES OR PROPERTY**

The Contractor and any employee or consultant of the Contractor is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services specified in the Contract unless the use of Government facilities or personnel is specifically authorized in the Contract or is authorized in advance, in writing, by the Contracting Officer.

## H.18 ELECTRONIC PAYMENTS SYSTEM

### 1. Definitions:

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

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

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

3. Exceptions. The contractor is allowed the following exceptions, provided the contractor documents its contract file with the appropriate justification:

a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.

b. Cash payments made to payees where the contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.

c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants Under Contracts for less than \$3000, when payment through an electronic payment system is not reasonably available.

d. The contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the contractor's written justification, which provides a basis and cost analysis for the requested exception.

4. More information about how to establish, implement, and manage electronic payment methods is available to contractors at <http://solutionscenter.nethope.org/programs/c2etoolkit>."

## **H.19 VALUE ADDED TAX AND CUSTOMS DUTIES**

VAT and customs duties are excluded from the price of the contract. USAID will provide the contractor correspondence to assist the contractor in obtaining this exemption from the Government of Indonesia. The contractor must submit 0% VAT invoices for any payments.

## **H.20 AIDAR 752.231-71 SALARY SUPPLEMENTS FOR HOST GOVERNMENT (HG) EMPLOYEES (MAR 2015)**

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

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

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

## **H.21 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)**

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

## **H.22 AIDAR 752.222-70 USAID DISABILITY POLICY – ACQUISITION (DEC 2004)**

(a) The objectives of USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and

other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: [http://pdf.usaid.gov/pdf\\_docs/PDABQ631.pdf](http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf).

(b) USAID therefore requires that the Contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of 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.23 AIDAR 752.222-71 NONDISCRIMINATION (JUN 2012)**

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

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

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

### **H.24 AIDAR 752.7036 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JUL 2014)**

(a) Definitions. As used in this clause—

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

USAID Implementing Partner Notices (IPN) Portal for Acquisition (IPN Portal) means the single point where USAID uploads universal bilateral modifications, which can be accessed electronically by registered USAID contractors. The IPN Portal is located at <https://sites.google.com/site/ipnforacquisitions/>. IPN Portal Administrator means the USAID official designated by the M/OAA Director, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Acquisition.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor acknowledges the requirement to:

(1) Register with the IPN Portal if awarded a contract resulting from this solicitation;  
and

(2) Receive universal bilateral modifications to this contract and general notices through the IPN Portal.

(c) Procedure to register for notifications.

Go to: <https://sites.google.com/site/usaidipnforacquisitions/> and click the “Register” button at the top of the page. Contractor representatives must use their official organization email address when subscribing, not personal email addresses.

(d) Processing of IPN Portal Modifications

(1) The contractor may access the IPN Portal at any time to review all IPN Portal modifications; however, the system will also notify the contractor by email when the USAID IPN Portal Administrator uploads a universal bilateral modification for contractor review and signature. Proposed IPN Portal modifications distributed through the IPN Portal are applicable to all awards, unless otherwise noted in the proposed modification.

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

(i)(A) Verify applicability of the proposed modification to their award(s) per the instructions provided with each modification;

(B) Download the modification and incorporate the following information on the SF30 form: contract number, organization name, and organization mailing address as it appears in the basic award;

(C) Sign the hardcopy version; and

(D) Send the signed modification (by email or hardcopy) to the contracting officer for signature;

Note to paragraph (d)(2)(i): The contractor must not incorporate any other changes to the IPN Portal modification.

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

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

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

## **H.25 CONFLICT OF INTEREST**

(a) It is understood and agreed that some of the work required hereunder may place the Contractor, or its personnel or its Sub-Contractors or their personnel (hereinafter referred to collectively as "Contractor"), in the position of having a potential personal or organizational conflict of interest (OCI), *i.e.*, because of other activities or relationships with other persons, (1) the Contractor is unable or potentially unable to render impartial assistance or advice; or (2) the Contractor's objectivity in performing the contract is or might be impaired; or (3) the Contractor may receive an unfair competitive advantage; or (4) the Contractor may have a financial or other personal interest which would or potentially would impair his/her objectivity and/or from which he/she would improperly benefit. Further discussion of OCIs may be found in FAR 9.5.

(b) The performance/actions of personnel under this contract will be imputed to the Contractor (or Sub-Contractor) by whom they are employed or retained, and the performance/actions of any Sub-Contractor will be imputed to the Contractor, unless the Contractor, on a case-by-case basis, can demonstrate otherwise and satisfy the Contracting Officer that such imputation is unreasonable.

(c) In accordance with the clause of this contract entitled "Organizational Conflicts of Interest Discovered After Award" (AIDAR 752.209-71), the Contractor agrees not to undertake any activity which may involve a personal conflict of interest or an OCI without first notifying the Contracting Officer of such potential conflict and receiving the Contracting Officer's authorization to undertake that activity.

(d) If the potential conflict relates to performance of the work hereunder (*e.g.*, where the Contractor is to evaluate an activity in which the Contractor had some previous involvement, thereby rendering the Contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the Contractor's objectivity), and the Contracting



Officer cannot neutralize, mitigate, or avoid the conflict, the Contracting Officer may decline to authorize performance of that work by the Contractor.

(e) If the potential conflict relates to future activities (*e.g.*, where the Contractor is to perform a needs assessment, feasibility study, or design/development of a project or activity to be procured under another contract for which the Contractor will or might compete or which may be awarded noncompetitively to the Contractor, thereby potentially providing an unfair competitive advantage to the Contractor, and/or rendering the Contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the Contractor's objectivity; or where the work under this contract might affect the personal or financial interests of the Contractor), the Contracting Officer may decline to authorize performance of that work by the Contractor or, if such work is authorized, the Contracting Officer may place restrictions on the Contractor's future activities, as permitted by FAR 9.5., and as necessary to neutralize, mitigate, or avoid the potential conflict.

(f) The Contracting Officer's approval to undertake such activities, if given, may be based on the Contracting Officer's determination that a significant potential conflict does not exist or does not appear to exist, or may be conditioned on the acceptance by the Contractor of restrictions on the Contractor's future activities. If restrictions are to be placed on future activities, the Contractor may decline to perform the work.

(g) If it is discovered that the Contractor engaged in any activities which constitute a potential or actual conflict without having first obtained the Contracting Officer's approval to undertake such activities; or if it is subsequently discovered that, notwithstanding the Contracting Officer's authorization to undertake the activity based on his/her initial determination that no significant potential conflict existed or appeared to exist, a conflict did, in fact exist or arise, restrictions, as permitted by FAR 9.5, on the Contractor's future activities may be placed unilaterally by the Contracting Officer for this contract or the Contracting Officer for such other contract as may be involved in the conflict, and other remedies (including termination of this contract for default, debarment or suspension, and those permitted by the clauses of this contract entitled "Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity" (FAR 52.203-8) and "Price or Fee Adjustment for Illegal or Improper Activity" [FAR 52.203-10]), may be taken by USAID.

(h) If it is discovered that the Contractor engaged in any activities in violation of the restrictions placed by a Contracting Officer on the Contractor's future activities, other remedies (including termination of this contract for default, debarment or suspension, and those permitted by the clauses of this contract entitled "Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity" (FAR 52.203-8) and "Price or Fee Adjustment for Illegal or Improper Activity" [FAR 52.203-10]), may be taken by USAID.

(i) Nothing in this provision precludes the application of any other remedies available to USAID by law, regulation, or other provisions of this contract.

## **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 Sub-Contractors must 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 Sub-Contractors 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, must be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

## **H.27 RESTRICTIONS AGAINST DISCLOSURE (MAY 2016)**

(a) The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government or acquired/developed by the Contractor in performance of the contract and designated by the Contracting Officer or Contracting Officer's Representative, in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such

information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work described herein, i.e., on a “need-to-know” basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement has occurred.

(b) All Contractor staff working on any of the described tasks may, at Government request, be required to sign formal non-disclosure and/or conflict of interest agreements to guarantee the protection and integrity of Government information and documents.

(c) The Contractor shall insert the substance of this special contract requirement, including this paragraph (c), in all subcontracts when requiring a restriction on the release of information developed or obtained in connection with performance of the contract.

## **H.28 ENVIRONMENTAL COMPLIANCE**

(1a) 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. Contractor environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFP.

(1b) In addition, the contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter must govern.

(1c) 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.”)

(2) An Initial Environmental Examination (IEE) [Asia 15-061] has been approved which encompasses USAID/Indonesia Flagship MNH activities. The IEE covers activities expected to

be implemented under this contract. USAID has determined that a Negative Determination with Conditions applies to one or more of the proposed activities. This indicates that if these activities (involving technical assistance and training, studies, workshops, and meetings) are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The Contractor is responsible for implementing all IEE conditions pertaining to activities to be funded under this award.

(3a) As part of its initial Work Plan, and all Annual Work Plans thereafter, the Contractor, in collaboration with the USAID Contracting Officer's Representative (COR) and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, must review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.

(3b) If the Contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, the Contractor must prepare an amendment to the documentation for USAID review and approval. No such new activities will be undertaken prior to receiving written USAID approval of environmental documentation amendments.

(3c) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation must be halted until an amendment to the documentation is submitted and written approval is received from USAID.

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

(4a) Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan, the contractor must prepare an EMMP or M&M Plan describing how the contractor will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan must include monitoring the implementation of the conditions and their effectiveness.

(4b) Integrate a completed EMMP or M&M Plan into the initial work plan.

(4c) Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.

(5) Risk Mitigation. This Activity aims to reduce threats to biodiversity and reduce GHG emissions from land uses. These aims include conservation and sustainable management of forests and natural resource commodities throughout their supply chains. USAID, in ADS 204.1 Environmental Procedures, requires implementation of environmental sustainability

measures which must be mainstreamed into all interventions to avoid inadvertent harm to people and nature. Within the goal and objectives of this Activity, the EMMP must integrate measures to mitigate potential negative consequences of a changing climate, weak governance, social and environmental impacts, including additional analyses as necessary. The EMMP must also provide information essential to assessing the potential impacts of interventions, and to the identification and detailed design of appropriate mitigation and monitoring measures. USAID, in ADS201mal Climate Risk Management Procedures, requires the Contractor to articulate practices and interventions that can enable climate resilient approach to succeed and support the sustainability of the investment made under this activity.

(6) Safeguards. To further strengthen implementation of USAID’s environmental policy requirements, the EMMP must outline a system to monitor environmental and social safeguards throughout the life of the Activity. The environmental and social safeguards should take into account relevant international obligations, national circumstances, laws, policies, and regulations. Implementation of this safeguards system aims to ensure interventions are: 1) consistent with the conservation of natural forests and biological diversity; 2) used to incentivize conservation of natural forests and to enhance social and economic benefits, particularly for marginalized people; and, 3) not used for the conversion of natural forests.

## **H.29 PRIVATE SECTOR ENGAGEMENT CONSIDERATIONS**

The Contractor will have a vital role to play in implementing USAID’s Private Sector Engagement Policy. However, the Contractor must also mitigate reputational and/or fiduciary risk to USAID. As such, the Contractor is reminded that it must follow all current Mission guidelines regarding private sector engagement. This includes, but may not be limited to: conducting analysis and seeking approval related to the 2014 Consolidated Appropriations Act prohibiting the use of funds to “support or promote the expansion of industrial scale logging or any other industrial scale extractive activity into areas that were primary/intact forest as of December 30, 2013”; following current standard operating procedures; conducting due diligence assessments; and, seeking Mission clearance for documents that describe partnership agreements between the Contractor and any private sector entities (e.g., memoranda of understanding, letter of intent, partnership agreement, etc.).

Further, the Contractor must assist USAID/Indonesia in meeting requirements of USAID Policy Determination 15 of 13 Sept. 1986, which was partially in response to the Bumpers Amendment of the Supplemental Appropriations Act of “Congress of 2 July 1986 (U.S. Congress, 1986a). In essence, this will ensure that USAID avoids supporting the production of agricultural commodities for export by developing countries when the commodities would directly compete with exports of similar U.S. agricultural commodities to third countries and would cause “substantial injury” to U.S. exporters of the same or similar commodities.

### **H.30 USAID-FINANCED THIRD-PARTY WEB SITES (AUG 2017)**

a) Definitions:

“Third-party websites”

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

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

- (1) Prior to Website development, the Contractor must provide information as required in Section C- Performance Work Standard of the contract (including a copy of the Contractor’s privacy policy) to the Contracting Officer’s Representative (COR) for USAID's Bureau for Legislative and Public Affairs (LPA) evaluation and approval. The Contractor must notify the COR of the Website URL as far in advance of the site's launch as possible and must not launch the Web site until USAID's (LPA) approval has been provided through the COR. The Contractor must provide the COR with any changes to the privacy policy for the duration of the contract.
- (2) The Contractor must collect only the amount of information necessary to complete the specific business need as required by statute, regulation, or Executive Order.
- (3) The Contractor must comply with Agency branding and marking requirements comprised of the USAID logo and brand mark with the tagline “from the American people,” located on the USAID Website at [www.usaid.gov/branding](http://www.usaid.gov/branding), and USAID Graphics Standards manual at <http://www.usaid.gov>.
- (4) The Website must be marked on the index page of the site and every major entry point to the website with a disclaimer that states:  
"The information provided on this Website is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government."
- (5) The Website must provide persons with disabilities access to information that is comparable to the access available to others. As such, all site content must be

compliant with the requirements of the Section 508 amendments to the Rehabilitation Act.

- (6) The Contractor must identify and provide to the COR, in writing, the contact information for the information security point of contact. The Contractor is responsible for updating the contact information whenever there is a change in personnel assigned to this role.
- (7) The Contractor must provide adequate protection from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted on the Web sites. To minimize security risks and ensure the integrity and availability of information, the Contractor must use sound: system/software management; engineering and development; and secure-coding practices consistent with USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved as quickly as possible or within 30 days. Contact the USAID Chief Information Security Officer (CISO) at [ISSO@usaid.gov](mailto:ISSO@usaid.gov) for specific standards and guidance.
- (8) The Contractor must conduct periodic vulnerability scans, mitigate all security risks identified during such scans, and report subsequent remediation actions to CISO at [ISSO@usaid.gov](mailto:ISSO@usaid.gov) and COR within 30 workdays from the date vulnerabilities are identified. The report must include disclosure of the tools used to conduct the scans. Alternatively, the Contractor may authorize USAID CISO at [ISSO@usaid.gov](mailto:ISSO@usaid.gov) to conduct periodic vulnerability scans via its Web-scanning program. The sole purpose of USAID scanning will be to minimize security risks. The Contractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above.

(c) For general information, agency graphics, metadata, privacy policy, and 508 compliance requirements, refer to <http://www.usaid.gov>

### **H.31 COMMUNICATIONS AND OUTREACH APPROVAL REQUIREMENTS (FEB 2020)**

- a. In addition to the requirements of AIDAR 752.7035 “Public Notices,” the Contractor must obtain prior COR (in consultation with the USAID Development Outreach and Communication (DOC) Office) authorization to issue media documents such as public notices, press releases, speeches, interviews and other similar media

documents.

- b. The Contractor must coordinate all press inquiries and statements with the COR. Contractor must seek approval from the COR before agreeing to or allowing staff to conduct interviews with the press. The Contractor must not speak on behalf of USAID but will refer all requests for USAID information to the USAID COR/DOC.
- c. USAID reserves the right to request pre-production review of USAID-funded public communications, program materials, and marketing materials for compliance with USAID's branding strategy, graphic standards manual and the approved Marking Plan.
- d. USAID reserves the right to request outreach event preparation details.

### **H.32 PUBLICATIONS, VIDEOS OR OTHER INFORMATION MEDIA PRODUCTS (FEB 2020)**

#### **Communications Activities and Communication Products**

The Contractor must outline communication activities and products that are designed to achieve the communications objectives stated in the Branding Strategy in its Branding Implementation and Marking Plans. The activities must achieve a very high-level of public visibility through an array of communications activities and products, media coverage, and social media engagement. Proposed outreach and communication activities and products must be described in the annual work plan (see Section F, Work Plans).

Communications activities can include but are not limited to: launching the activity; online campaigns; community events; announcing research, reports or publications; email marketing; spotlighting trends in the sector; highlighting activity impact or beneficiaries stories; media briefings, contests; community awareness activities; and media visits to the activity sites.

Communications products can include but not limited to the following: press releases; press conferences; media interviews; site visits; success stories; testimonials from beneficiaries; professional photography; Public Service Announcements (PSAs); videos; webcasts; e-invitations or group emails; and social media.

USAID also reserves the right to use communication products for USAID's communications purposes on USAID's communications platforms.

#### **Social Media**



Social media must only be used for the activity's development objectives and no other purpose. All digital content to promote the activity including but not limited to, digital success stories, promotional videos, infographics, must be provided to the COR and the DOC team and distributed via the official USAID/Indonesia social media platforms. The Contractor must determine the appropriate clearance process for posting content to the activity's official social media account.

USAID reserves the right to provide guidance on USAID-funded social media communications, which must comply with ADS 558, Use of Social Media for Public Engagement.

USAID reserves the right in the contract to the social media accounts closed if the CO, in consultation with the COR and DOC team, determines that a Contractor is not using these platforms appropriately (see ADS 558.3.1.5 for appropriate usage).

#### **Website**

According to ADS 557.3.4.1, acquisition instruments can only develop a Website if it is to activity implementation goals and is approved by the USAID Web site governing board. If a Website is created, it must be marked appropriately on the index page of the site and every major entry point to the Website with a disclaimer that states:

"The information provided on this Website is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government."

Websites produced under USAID-financed contracts must comply with applicable Federal, USAID, and security and accessibility laws, policies, and regulations as outlined at:  
[http://www.usaid.gov/info\\_technology/xweb/](http://www.usaid.gov/info_technology/xweb/)

### **H.33 SOFTWARE LICENSE ADDENDUM (MAY 2016)**

(a) This special contract requirement incorporates certain terms and conditions relating to Federal procurement actions. The terms and conditions of this Addendum take precedence over the terms and conditions contained in any license agreement or other contract documents entered into between the parties.

(b) Governing Law: Federal procurement law and regulations, including the Contract Disputes Act, 41 U.S.C. Section 601 et. seq., and the Federal Acquisition Regulation (FAR), govern the agreement between the parties. Litigation arising out of this contract may be filed only in those fora that have jurisdiction over Federal procurement matters.

(c) Attorney's Fees: Attorney's fees are payable by the Federal government in any action arising under this contract only pursuant to the Equal Access in Justice Act, 5 U.S.C. Section 504.

(d) No Indemnification: The Federal government will not be liable for any claim for indemnification; such payments may violate the Anti-Deficiency Act, 31 U.S.C. Section 1341(a).

(e) Assignment: Payments may only be assigned in accordance with the Assignment of Claims Act, 31 U.S.C. Section 3727, and FAR Subpart 32.8, "Assignment of Claims."

(f) Patent and Copyright Infringement: Patent or copyright infringement suits brought against the United States as a party may only be defended by the U.S. Department of Justice (28 U.S.C. Section 516).

(g) Renewal of Support after Expiration of this Award: Service will not automatically renew after expiration of the initial term of this agreement.

(h) Renewal may only occur in accord with (1) the mutual agreement of the parties; or (2) an option renewal clause allowing the Government to unilaterally exercise one or more options to extend the term of the agreement.

#### **H.34 INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY (APRIL 2018)**

(a) Definitions

"Information and Communication Technology (ICT) means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples of ICT include, but are not limited to: computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; Web sites; videos; and, electronic documents. (Appendix A to Part 1194 – Section 508 of the Rehabilitation Act)

(b) Federal agencies are required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), to offer access to information and communication technology for disabled individuals within its employment, and for disabled members of the public seeking information and services. This access must be comparable to that which is offered to similar individuals who do not have disabilities. Standards for complying with this law are prescribed by the

Architectural and Transportation Barriers Compliance Board ("The Access Board"). The contractor must comply with any future updates of standards by the Access Board.

36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/sec508/508standards.htm>.

(b) Except as indicated elsewhere in the contract, all ICT procured through this contract must meet the applicable accessibility standards at 36 CFR 1194 as follows:

1194.21 Software applications and operating systems

1194.22 Web-based intranet and Internet information and applications

1194.23 Telecommunications products

1194.24 Video and multimedia products

1194.25 Self-contained, closed products

1194.26 Desktop and portable computers

1194.31 Functional performance criteria

1194.41 Information, documentation, and support

(c) Deliverable(s) must incorporate these standards as well.

(d) The final work product must include documentation that the deliverable conforms with the Section 508 Standards promulgated by the US Access Board.

(e) The Contractor must comply with 508 standards, and any changes needed to conform to the standards will be at no additional charge to USAID.

### **H.35 ELECTRONIC AND INFORMATION TECHNOLOGY (MAY 2016)**

(a) Federal agencies are required by Section 508 of the Rehabilitation Act of 1973, as amended (29U.S.C. 794d), to offer access to electronic and information technology for disabled individuals within its employment, and for disabled members of the public seeking information and services. This access must be comparable to that which is offered to similar individuals who do not have disabilities. Standards for complying with this law are prescribed by the Architectural and Transportation Barriers Compliance Board ("The Access Board"). The

contractor must comply with any future updates of standards by the Access Board.

36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/sec508/508standards.htm>.

(b) Except as indicated elsewhere in the contract, all electronic and information technology (EIT) procured through this contract must meet the applicable accessibility standards at 36 CFR 1194 as follows:

- 1194.21 Software applications and operating systems
- 1194.22 Web-based intranet and Internet information and applications
- 1194.23 Telecommunications products
- 1194.24 Video and multimedia products
- 1194.25 Self-contained, closed products
- 1194.26 Desktop and portable computers
- 1194.31 Functional performance criteria
- 1194.41 Information, documentation, and support

(c) Deliverable(s) must incorporate these standards as well.

(d) The final work product must include documentation that the deliverable conforms with the Section 508 Standards promulgated by the US Access Board.

(e) The Contractor must comply with 508 standards, and any changes needed to conform to the standards will be at no additional charge to USAID.

**H.36 INFORMATION TECHNOLOGY APPROVAL (APR 2018) – (DEVIATION NO. M/OAA-DEV-FAR-20-3c) (APR 2020)**

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

“Information Technology” means

(1) Any services or equipment, or interconnected system(s) or subsystem(s) of equipment, that are used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency; where

(2) such services or equipment are ' used by an agency' if used by the agency directly or if used by a contractor under a contract with the agency that requires either use of the services or

equipment or requires use of the services or equipment to a significant extent in the performance of a service or the furnishing of a product.

(3) The term "information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including provisioned services such as cloud computing and support services that support any point of the lifecycle of the equipment or service), and related resources.

(4) The term "information technology" does not include any equipment that is acquired by a contractor incidental to a contract that does not require use of the equipment. (OMB M-15-14)

(b) The Federal Information Technology Acquisition Reform Act (FITARA) requires Agency Chief Information Officer (CIO) review and approval of contracts or interagency agreements for information technology or information technology services.

(c) The approved information technology and/or information technology services are specified in the Schedule of this contract. The Contractor must not acquire additional information technology without the prior written approval of the Contracting Officer as specified in this clause.

(d) Request for Approval Requirements:

(1) If the Contractor determines that any information technology in addition to that information technology specified in the Schedule will be necessary to meet the Government's requirements or to facilitate activities in the Government's statement of work, the Contractor must request prior written approval from the Contracting Officer.

(2) As part of the request, the Contractor must provide the Contracting Officer a description and an estimate of the total cost of the information technology equipment, software, or services to be procured under this contract. The Contractor must simultaneously notify the Contracting Officer's Representative (COR) and the Office of the Chief Information Officer at [ITAuthorization@usaid.gov](mailto:ITAuthorization@usaid.gov).

(e) The Contracting Officer will provide written approval to the Contractor expressly specifying the information technology equipment, software, or services approved for purchase by the COR and the Agency CIO. Additional clauses or special contract requirements may be applicable and will be incorporated by the Contracting Officer through a modification to the contract.

(f) Except as specified in the Contracting Officer's written approval, the Government is not obligated to reimburse the Contractor for costs incurred in excess of the information technology equipment, software or services specified in the Schedule.

(g) The Contractor shall insert the substance of this special contract requirement, including this paragraph (g), in all subcontracts.

### **H.37 MEDIA AND INFORMATION HANDLING AND PROTECTION (APR 2018)**

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

“Information” means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual. This also includes but not limited to all records, files, and metadata in electronic or hardcopy format.

“Sensitive Information or Sensitive But Unclassified” (SBU) means information which warrants a degree of protection and administrative control and meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act, 12 FAM 540 Sensitive but Unclassified Information (TL;DS-61;10-01-199), and 12 FAM 541 Scope (TL;DS-46;05-26-1995). SBU information includes, but is not limited to: 1) Medical, personnel, financial, investigatory, visa, law enforcement, or other information which, if released, could result in harm or unfair treatment to an individual or group, or could have a negative impact upon foreign policy or relations; and 2) Information offered under conditions of confidentiality, arising in the course of a deliberative process (or a civil discovery process), including attorney-client privilege or work product, and information arising from the advice and counsel of subordinates to policy makers “Media” means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, Large Scale Integration (LSI) memory chips, and printouts (but not including display media) onto which information is recorded, stored, or printed within an information system.

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

(OMB) memorandums, and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data.

(c) Handling and Protection. The Contractor is responsible for the proper handling and protection of Sensitive Information to prevent unauthorized disclosure. Within 45 calendar days of the award, the Contractor must develop policies or documentation regarding the protection, handling, and destruction of Sensitive Information. The policy or procedure must address at a minimum, the requirements documented in NIST 800-53 Revision 4 or the current revision for Media Protection Controls as well as the following:

(1) Proper marking, control, storage and handling of Sensitive Information residing on electronic media, including computers and removable media, and on paper documents.

(2) Proper control and storage of mobile technology, portable data storage devices, and communication devices.

(3) Proper use of FIPS 140-2 compliant encryption methods to protect Sensitive Information while at rest and in transit throughout USAID, contractor, and/or subcontractor networks, and on host and client platforms.

(4) Proper use of FIPS 140-2 compliant encryption methods to protect Sensitive Information in email attachments, including policy that passwords must not be communicated in the same email as the attachment.

(d) Return of all USAID Agency records. Within five (5) business days after the expiration or termination of the contract, the contractor must return all Agency records and media provided by USAID and/or obtained by the Contractor while conducting activities in accordance with the contract.

(e) Destruction of Sensitive Information: Within twenty (20) business days after USAID has received all Agency records and media, the Contractor must execute secure destruction (either by the contractor or third party firm approved in advance by USAID) of all remaining originals and/or copies of information or media provided by USAID and/or obtained by the Contractor while conducting activities in accordance with the contract. After the destruction of all information and media, the contractor must provide USAID with written confirmation verifying secure destruction.

(f) The Contractor shall include the substance of this special contract requirement in all subcontracts, including this paragraph (f).

### **H.38 PRIVACY AND SECURITY INFORMATION TECHNOLOGY SYSTEM INCIDENT REPORTING (APR 2018)**

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

“Information” means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

“Sensitive Information” or “Sensitive But Unclassified” Sensitive But Unclassified (SBU) describes information which warrants a degree of protection and administrative control and meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act, 12 FAM 540 Sensitive but Unclassified Information (TL;DS-61;10-01-199), and 12 FAM 541 Scope (TL;DS-46;05-26-1995). SBU information includes, but is not limited to: 1) Medical, personnel, financial, investigatory, visa, law enforcement, or other information which, if released, could result in harm or unfair treatment to an individual or group, or could have a negative impact upon foreign policy or relations; and 2) Information offered under conditions of confidentiality, arising in the course of a deliberative process (or a civil discovery process), including attorney-client privilege or work product, and information arising from the advice and counsel of subordinates to policy makers, “Personally Identifiable Information (PII)”, means information that can be used to distinguish or trace an individual's identity, such as their name, Social Security Number (SSN), biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important to recognize that non-PII can become PII whenever additional information is made publicly available — in any medium and from any source — that, when combined with other available information, could be used to identify an individual. PII examples include name, address, SSN, or other identifying number or code, telephone number, and e-mail address. PII can also consist of a combination of indirect data elements such as gender, race, birth date, geographic indicator (e.g., zip code), and other descriptors used to identify specific individuals. When defining PII for USAID purposes, the term “individual” refers to a citizen of the United States or an alien lawfully admitted for permanent residence.

“National Security Information” means information that has been determined pursuant to Executive Order 13526 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. Classified or national security information is specifically authorized to be protected from unauthorized



disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

“Information Security Incident” means an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

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

“Privacy Incident” means a violation or imminent threat of violation of security policies, acceptable use policies, or standard security practices, involving the breach of Personally Identifiable Information (PII), whether in electronic or paper format.

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

(c) Privacy Act Compliance Contractors must comply with the Privacy Act of 1974 requirements in the design, development, or operation of any system of records on individuals (as defined in FAR) containing PII developed or operated for USAID or to accomplish a USAID function for a System of Records (SOR).

(d) IT Security and Privacy Training

(1) All Contractor personnel must complete USAID-provided mandatory security and privacy training prior to gaining access to USAID information systems and annually thereafter.

(2) The USAID Rules of Behavior and all subsequent updates apply to and must be signed by each user prior to gaining access to USAID facilities and information systems, periodically at

the request of USAID. USAID will provide access to the rules of behavior and provide notification as required.

(3) Security and privacy refresher training must be completed on an annual basis by all contractor and subcontractor personnel providing support under this contract. USAID will provide notification and instructions on completing this training.

(4) Contractor employees filling roles identified by USAID as having significant security responsibilities must complete role-based training upon assignment of duties and thereafter at a minimum of every three years.

(5) Within fifteen (15) calendar days of completing the initial IT security training, the contractor must notify the COR in writing that its employees, in performance of the contract, have completed the training. The COR will inform the contractor of any other training requirements.

(e) Information Security and Privacy Incidents

(1) Information Security Incident Reporting Requirements: All Information Security Incidents involving USAID data or systems must be reported in accordance with the requirements below, even if it is believed that the incident may be limited, small, or insignificant. USAID will determine the magnitude and resulting actions.

(i) Contractor employees must report by e-mail all Information Security Incidents to the USAID Service Desk immediately, but not later than 30 minutes, after becoming aware of the Incident, at: CIOHELPDESK@usaid.gov, regardless of day or time, as well as the Contracting Officer and Contracting Officer's representative and the Contractor Facilities Security Officer.

Spillage and Information Security Incidents: Upon written notification by the Government of a spillage or information security incident involving classified information, or the Contractor's discovery of a spillage or security incident involving classified information, the Contractor must immediately (within 30 minutes) notify CIO-HELPDESK@usaid.gov and the Office of Security at SECinformationsecurity@usaid.gov to correct the spillage or security incident in compliance with agency-specific instructions. The Contractor will abide by USAID instructions on correcting such a spill or security incident. Contractor employees are strictly prohibited from including any Sensitive Information in the subject or body of any e-mail concerning information security incident reports. To transmit Sensitive Information, Contractor employees must use FIPS 140-2 compliant encryption methods to protect Sensitive Information in attachments to email. Passwords must not be communicated in the same email as the attachment.

(ii) The Contractor must provide any supplementary information or reports related to a previously reported incident directly to CIO-HELPDESK@usaid.gov, upon request. Correspondence must include related ticket number(s) as provided by the USAID Service Desk with the subject line “Action Required: Potential Security Incident”.

(2) Privacy Incidents Reporting Requirements: Privacy Incidents may result in the unauthorized use, disclosure, or loss of personally identifiable information (PII), and can result in the loss of the public's trust and confidence in the Agency's ability to safeguard personally identifiable information. PII breaches may impact individuals whose PII is compromised, including potential identity theft resulting in financial loss and/or personal hardship experienced by the individual. Contractor employees must report (by e-mail) all Privacy Incidents to the USAID Service Desk immediately, but not later than 30 minutes, after becoming aware of the incident, at: CIO-HELPDESK@usaid.gov, regardless of day or time, as well as the USAID Contracting Officer or Contracting Officer's representative and the Contractor Facilities Security Officer. If known, the report must include information on the format of the PII (oral, paper, or electronic.) The subject line shall read “Action Required: Potential Privacy Incident”.

### (3) Information Security Incident Response Requirements

(i) All determinations related to Information Security and Privacy Incidents, associated with information Systems or Information maintained by the contractor in support of the activities authorized under this contract, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made by USAID officials (except reporting criminal activity to law enforcement). The Contractor must not conduct any internal information security incident related review or response activities that could modify or eliminate any existing technical configuration or information or forensic technical evidence existing at the time of the information security incident without approval from the Agency CIO communicated through the CO or COR.

(ii) The Contractor and contractor employees must provide full and immediate access and cooperation for all activities USAID requests to facilitate Incident Response, including providing all requested images, log files, and event information to address and resolve Information Security Incidents.

(iii.) Incident Response activities that USAID requires may include but are not limited to, inspections; investigations; forensic reviews; data analyses and processing.

(iv) At its discretion, USAID may obtain the assistance of Federal agencies and/or third party firms to aid in Incident Response activities.

(v) All determinations related to an Information Security Incident associated with Information Systems or Information maintained by the Contractor in support of the activities authorized by this contract will be made only by the USAID CIO through the CO or COR.

(vi) The Contractor must report criminal activity to law enforcement organizations upon becoming aware of such activity.

(f) The Contractor shall immediately notify the Contracting Officer in writing whenever it has reason to believe that the terms and conditions of the contract may be affected as a result of the reported incident.

(g) The Contractor is required to include the substance of this provision in all subcontracts. In altering this special contract requirement, require subcontractors to report (by email) information security and privacy incidents directly to the USAID Service Desk at CIO-HELPDESK@usaid.gov. A copy of the correspondence shall be sent to the prime Contractor (or higher tier subcontractor) and the Contracting Officer referencing the ticket number provided by the CIO-HELPDESK.

### **H.39 SKILLS AND CERTIFICATION REQUIREMENTS FOR PRIVACY AND SECURITY STAFF (APR 2018)**

(a) Applicability: This special contract requirements applies to the Contractor, its subcontractors and personnel providing support under this contract and addresses the Privacy Act of 1974 (5 U.S.C. 552a - the Act) and Federal Information Security Management Act (FISMA) of 2002 (FISMA, Public Law 107-347. 44 U.S.C. 3531-3536), and Federal Information Security Modernization Act (FISMA) of 2014 (FISMA, Public Law 113-283 44 U.S.C. 3531-3536, as amended).

(b) Contractor employees filling the role of Information System Security Officer and Information Security Specialists must possess a Certified Information Systems Security Professional (CISSP) certification at time of contract award and maintain their certification throughout the period of performance. This will fulfill the requirements for specialized training due to the continuing education requirements for the certification. Contractor employees must provide proof of their certification status upon request.

(c) Contractor employees filling the role of Privacy Analysts must possess a Certified Information Privacy Professional (CIPP) credential with either a CIPP/US or a CIPP/G at the time of the contract award and must maintain the credential throughout the period of performance. This will fulfill the requirements for specialized training due to the continuing education requirements for the certification. Contractor employees must provide proof of their certification status upon request.

#### **H.40 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (APR 2018)**

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

“Audit Review” means the audit and assessment of an information system to evaluate the adequacy of implemented security controls, assure that they are functioning properly, identify vulnerabilities and methods for mitigating them and assist in implementation of new security controls where required. These reviews are conducted periodically but at least annually, and may be performed by USAID Bureau for Management, Office of the Chief Information Officer (M/CIO) or designated independent assessors/auditors, USAID Office of Inspector General (OIG) as well as external governing bodies such as the Government Accountability Office (GAO).

“Authorizing Official” means the authorizing official is a senior government official or executive with the authority to formally assume responsibility for operating an information system at an acceptable level of risk to organizational operations and assets, individuals, other organizations, and/or the Nation.

“Information” means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

“Sensitive” Information or Sensitive But Unclassified (SBU) - Sensitive But Unclassified (SBU) describes information which warrants a degree of protection and administrative control and meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act, 12 FAM 540 Sensitive but Unclassified Information (TL;DS-61;10-01-199), and 12 FAM 541 Scope (TL;DS-46;05-26-1995). SBU information includes, but is not limited to: 1) Medical, personnel, financial, investigatory, visa, law enforcement, or other information which, if released, could result in harm or unfair treatment to an individual or group, or could have a negative impact upon foreign policy or relations; and 2) Information offered under conditions of confidentiality, arising in the course of a deliberative process (or a civil discovery process), including attorney-client privilege or work product, and information arising from the advice and counsel of subordinates to policy makers. “National Security Information” means information that has been determined pursuant to Executive Order 13526 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. Classified or national security information is specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

“Information Technology Resources” means agency budgetary resources, personnel, equipment, facilities, or services that are primarily used in the management, operation, acquisition, disposition, and transformation, or other activity related to the lifecycle of information technology; acquisitions or interagency agreements that include information technology and the services or equipment provided by such acquisitions or interagency agreements; but does not include grants to third parties which establish or support information technology not operated directly by the Federal Government. (OMB M-15-14)

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

(c) Compliance with IT Security and Privacy Policies: The contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of USAID IT resources for all of the Contractor’s systems that are interconnected with a USAID network or USAID systems that are operated by the contractor. All Contractor personnel performing under this contract and Contractor equipment used to process or store USAID data, or to connect to USAID networks, must comply with Agency IT cybersecurity requirements as well as current Federal regulations and guidance found in the Federal Information Security Management Act (FISMA), Privacy Act of 1974, E-Government Act of 2002, Section 208, National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other relevant Federal laws and regulations that are applicable to USAID. The Contractor must comply with the following:

(1) HSPD-12 Compliance

(i) Procurements for services and products involving facility or system access control must be in accordance with HSPD-12 policy and the Federal Acquisition Regulation.

(ii) All development for USAID systems must include requirements to enable the use Personal Identity Verification (PIV) credentials, in accordance with NIST FIPS 201, PIV of Federal Employees and Contractors, prior to being operational or updated.

(2) Internet Protocol Version 6 (IPv6) or current version: This acquisition requires all functionality, capabilities and features to be supported and operational in both a dual-stack IPv4/IPv6 environment and an IPv6 only environment. Furthermore, all management, user interfaces, configuration options, reports and other administrative capabilities that support IPv4 functionality will support comparable IPv6 functionality. The Contractor is required to certify that its products have been tested to meet the requirements for both a dual-stack IPv4/IPv6 and IPv6-only environment. USAID reserves the right to require the Contractor's products to be tested within a USAID or third party test facility to show compliance with this requirement.

### (3) Secure Configurations

(i) The Contractor's applications must meet all functional requirements and operate correctly as intended on systems using the United States Government Configuration Baseline (USGCB) or the current configuration baseline.

(ii) The standard installation, operation, maintenance, updates, and/or patching of software must not alter the configuration settings from the approved USGCB configuration. The information technology, when applicable, must also use the Windows Installer Service for installation to the default "program files" directory and must be able to silently install and uninstall.

(iii) Applications designed for normal end users must run in the standard user context without elevated system administration privileges.

(iv) The Contractor must apply due diligence at all times to ensure that the required level of security is always in place to protect USAID systems and information, such as using Defense Information Systems Agency Security Technical Implementation Guides (STIGs), common security configurations available from the National Institute of Standards and Technology's website at <https://nvd.nist.gov/ncp/repository> or USAID established configuration settings.

(4) FIPS 140 Encryption Requirements: Cryptographic modules used to protect USAID information must be compliant with the current FIPS 140 version and validated by the Cryptographic Module Validation Program (CMVP). The Contractor must provide the validation certificate number to USAID for verification. The Contractor is required to follow government-wide (FIPS140) encryption standards.

(5) Security Monitoring, Auditing and Alerting Requirements: All Contractor-operated systems that use or store USAID information must meet or exceed standards documented in this contract and in Service Level Agreements and Memorandums of Understanding/Agreements pertaining to security monitoring and alerting. These requirements include but are not limited to:

System and Network Visibility and Policy Enforcement at the following levels:

- Edge
- Server / Host
- Workstation / Laptop / Client
- Network
- Application
- Database
- Storage
- User
- Alerting and Monitoring
- System, User, and Data Segmentation

(6) Contractor System Oversight/Compliance

(i) The federal government has the authority to conduct site reviews for compliance validation. Full cooperation by the Contractor is required for audits and forensic analysis.

(ii) The Contractors must afford USAID the level of physical or logical access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases to the extent required to support its security and privacy programs. This includes monitoring, inspection, investigation and audits to safeguard against threats and hazards to the integrity, availability and confidentiality of USAID data or information systems operated on behalf of USAID; and to preserve or retrieve evidence in the case of computer crimes.

(iii) All Contractor systems must comply with Information Security Continuous Monitoring (ISCM) and Reporting as defined in a continuous monitoring plan, to include, but not limited to, both automated authenticated and unauthenticated scans of networks, operating systems, applications, and databases. The Contractor must provide a continuous monitoring plan in accordance with NIST standards, as well as scan results upon request or at a minimum monthly to the Contracting Officer Representative (COR) and Contracting Officer, in addition to the CIO at ITAuthorization@usaid.gov. Alternatively, the Contractor may allow USAID information security staff to run scans directly.

(iv) The Contractors must comply with systems development and lifecycle management best practices and processes as defined by Bureau for Management, Office of The Chief Information Officer (M/CIO) USAID IT Project Governance standards and processes for approval of IT projects, for the acceptance of IT project deliverables, and for the project's progression through its life cycle.

(7) Security Assessment and Authorization (SA&A)

(i) For all information systems procured, developed, deployed, and/or operated on behalf of the



US Government information by the provision of this contract, the Contractor must provide a system security assessment and authorization work plan, including project management information, to demonstrate that it complies or will comply with the FISMA and NIST requirements. The work plan must be approved by the COR, in consultation with the USAID M/CIO Information Assurance Division.

(ii) Prior to deployment of all information systems that transmit, store or process Government information, the contractor must obtain an Authority to Operate (ATO) signed by a USAID Authorizing Official from the contracting officer or COR. The Contractor must adhere to current NIST guidance for SA&A activities and continuous monitoring activities thereafter.

(iii) Prior to the SA&A, a Privacy Threshold Analysis (PTA) must be completed using the USAID Privacy Threshold Analysis Template. The completed PTA must be provided to the USAID Privacy Officer or designate to determine if a Privacy Impact Analysis (PIA) is required. If a determination is made that a PIA is required, it must be completed in accordance with the USAID PIA Template, which USAID will provide to the Contractor as necessary. All privacy requirements must be completed in coordination with the COR or other designated Government staff.

(iv) Prior to the Agency security assessment, authorization and approval, the Contractor must coordinate with the COR and other Government personnel as required to complete the FIPS 199 Security categorization and to document the systems security control baseline.

(v) All documentation must be prepared, stored, and managed in accordance with standards, templates and guidelines established by USAID M/CIO. The USAID M/CIO or designee must approve all SA&A requirements.

(vi) In information systems owned or operated by a contractor on behalf of an agency, or for information collected or maintained by or on behalf of the agency, an SA&A must be done independent of USAID, to include the selection of a Federal Risk and Authorization Management Program (FEDRAMP) approved independent Third Party Assessor (3PAO). See approved list of Assessors at <https://www.fedramp.gov/>. The Contractor must submit a signed SA&A package approved by the 3PAO to USAID at [saacpackages@usaid.gov](mailto:saacpackages@usaid.gov) at least 60 calendar days prior to obtain the ATO for the IT system.

(vii) USAID retains the right to deny the ATO for any system if it believes the package or system fails to meet the USAID security requirements. Moreover, USAID may or may not provide general or detailed guidance to the Contractor to improve the SA&A package or the overall security posture of the information system and may or may not require re-submission of the package upon completion of the modifications. USAID reserves the right to limit the number of resubmissions at its convenience and may determine a system's compliance to be insufficient at which time a final determination will be made to authorize or deny operation.

USAID is the final authority on compliance.

(viii) The Contractor must submit SA&A packages to the CIO at least sixty (60) days prior to production or the expiration of the current ATO.

(ix) Once the USAID Chief Information Security Officer or designee determines the risks, the Contractor must ensure that all Plan of Action and Milestones resulting from security assessments and continuous monitoring are remediated within a time frame commensurate with the level of risk as follows:

- High Risk = 30 calendar days;
- Moderate Risk = 60 calendar days; and
- Low Risk = 180 calendar days

(8) Federal Reporting Requirements: Contractors operating information systems on behalf of USAID must comply with FISMA reporting requirements. Monthly, quarterly and annual data collections will be coordinated by USAID. Data collections include but are not limited to, data feeds in a format consistent with Office of Management and Budget (OMB) requirements. The Contractor must provide timely responses as requested by USAID and OMB.

(d) The Contractor shall include the substance of this special contract requirement, including this paragraph (d), in all subcontracts, including subcontracts for commercial items.

#### **H.41 CLOUD COMPUTING (APR 2018)**

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

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

"Federal information" means information created, collected, processed, disseminated, or disposed of by or for the Federal Government, in any medium or form. (OMB A-130)

“Information” means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information Security Incident” means an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

“Privacy Incident means a violation or imminent threat of violation of security policies, acceptable use policies, or standard security practices, involving the breach of Personally Identifiable Information (PII), whether in electronic or paper format.

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

“Spillage” means a security incident that results in the transfer of classified or other sensitive or sensitive but unclassified information to an information system that is not accredited, (i.e., authorized) for the applicable security level of the data or information. “Cloud Service Provider” or CSP means a company or organization that offers some component of cloud computing – typically Infrastructure as a Service (IaaS), Software as a Service (SaaS) or Platform as a Service (PaaS) – to other businesses, organizations or individuals.

“Penetration Testing” means security testing in which assessors mimic real-world attacks to identify methods for circumventing the security features of an application, system, or network. (NIST SP 800-115)

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

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

and other descriptors used to identify specific individuals. When defining PII for USAID purposes, the term “individual” refers to a citizen of the United States or an alien lawfully admitted for permanent residence.

**(b) Applicability**

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

**(c) Limitations on access to, use and disclosure of, Federal information.**

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

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

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

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

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

**(d) Records Management and Access to Information**

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

identified in the provisions of this contract and National Archives and Records Administration (NARA) retention policies.

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

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

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

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

(f) Spillage and Information Security Incidents: Upon written notification by the Government of a spillage or information security incident involving classified information, or the Contractor's discovery of a spillage or security incident involving classified information, the Contractor shall immediately (within 30 minutes) notify CIO-HELPDESK@usaid.gov and the Office of Security at SECinformationsecurity@usaid.gov to correct the spillage or information security incident in compliance with agency-specific instructions. The Contractor will also notify the Contracting Officer or Contracting Officer's Representative and the Contractor Facilities Security Officer. The Contractor will abide by USAID instructions on correcting such a spill or information security incident. For all spills and information security incidents involving unclassified and/or SBU information, the protocols outlined above in section (g) and (h) below shall apply.

(g) Information Security Incidents

(1) Security Incident Reporting Requirements: All Information Security Incidents involving USAID data or systems must be reported in accordance with the requirements below, even if it

is believed that the information security incident may be limited, small, or insignificant. USAID will determine the magnitude and resulting actions.

(i) Contractor employees must report via e-mail all Information Security Incidents to the USAID Service Desk immediately, but not later than 30 minutes, after becoming aware of the Incident, at: CIOHELPDESK@usaid.gov, regardless of day or time, as well as the Contracting Officer and Contracting Officer's representative and the Contractor Facilities Security Officer.

Contractor employees are strictly prohibited from including any Sensitive Information in the subject or body of any email concerning information security incident reports. To transmit Sensitive Information, Contractor employees must use FIPS 140-2 compliant encryption methods to protect Sensitive Information in attachments to email. Passwords must not be communicated in the same email as the attachment.

(ii) The Contractor must provide any supplementary information or reports related to a previously reported information security incident directly to CIO-HELPDESK@usaid.gov, upon request. Correspondence must include related ticket number(s) as provided by the USAID Service Desk with the subject line "Action Required: Potential Security Incident".

(h) Privacy Incidents Reporting Requirements: Privacy Incidents may result in the unauthorized use, disclosure, or loss of personally identifiable information, and can result in the loss of the public's trust and confidence in the Agency's ability to safeguard personally identifiable information. PII breaches may impact individuals whose PII is compromised, including potential identity theft resulting in financial loss and/or personal hardship experienced by the individual. Contractor employees must report by email all Privacy Incidents to the USAID Service Desk immediately (within 30 minutes), after becoming aware of the Incident, at: CIO-HELPDESK@usaid.gov, regardless of day or time, as well as the USAID Contracting Officer or Contracting Officer's representative and the Contractor Facilities Security Officer. If known, the report must include information on the format of the PII (oral, paper, or electronic.) The subject line shall read "Action Required: Potential Privacy Incident".

(i) Information Ownership and Rights: USAID information stored in a cloud environment remains the property of USAID, not the Contractor or cloud service provider (CSP). USAID retains ownership of the information and any media type that stores Federal information. The CSP shall only use the Federal information for purposes explicitly stated in the contract. Further, the cloud service provider shall export Federal information in a machine-readable and non-proprietary format that USAID requests at the time of production, unless the parties agree otherwise.

(j) Security Requirements:

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

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

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

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

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

(6) The Contractor is responsible for mitigating all security risks found during SA&A and continuous monitoring activities. All high-risk vulnerabilities must be mitigated within thirty (30) calendar days and all moderate risk vulnerabilities must be mitigated within sixty (60)

calendar days from the date vulnerabilities are formally identified. USAID may revoke an ATO for any system if it is determined that the system does not comply with USAID standards or presents an unacceptable risk to the Agency. The Government will determine the risk rating of vulnerabilities.

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

(k) Privacy Requirements: Cloud Service Provider (CSP) must understand and adhere to applicable federal Privacy laws, standards, and guidance to protect Personally Identifiable Information (PII) about individuals that will be collected and maintained by the Contractor solution. The Contractor responsibilities include full cooperation for any request for disclosure, subpoena, or other judicial process seeking access to records subject to the Privacy Act of 1974.

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

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

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

(o) Trusted Internet Connection (TIC): The Contractor must route all USAID traffic through the TIC.

(p) Forensics, Freedom of Information Act (FOIA), Electronic Discovery, or additional Information Requests: The Contractor must allow USAID access required to retrieve information necessary for FOIA and Electronic Discovery activities, as well as, forensic



investigations for both criminal and non-criminal purposes without their interference in these activities. USAID may negotiate roles and responsibilities for conducting these activities in agreements outside of this contract.

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

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

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

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

(q) The Contractor shall include the substance of this special contract requirement, including this paragraph (p), in all subcontracts, including subcontracts for commercial items.

**H.42 FAR PART 4.21 PROHIBITION ON CONTRACTING FOR CERTAIN COVERED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (SECTION 889) (JAN 2021)**

(a) The award of this contract is based on the Section 889 Foreign Assistance Waiver USAID received from the Director of National Intelligence (DNI), which expires on September 30, 2022. Accordingly, the Contractor must submit the FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, to the Contracting Officer, as soon as the contractor is no longer using any covered technology but no later than March 31, 2022.

(b) In addition to the disclosure requirements at FAR 52.204–24(e), if the contractor represents that it does use covered telecommunications equipment or services, the Contractor must describe the circumstances (including in-country circumstances) where the Contractor uses covered technology. This must include:

1. identification of whether the covered equipment and/or services are provided by third-party communications service providers, such as the internet, phone, utilities, or others;
2. the specific country(ies) where it is used; and

3. a description of the presence of any other covered technology, whether in any internal systems or elsewhere in the supply chain.
- (c) If the contractor continues to use covered technology as of March 31, 2022 and there is no applicable waiver in place, the contract period of performance will end on September 30, 2022, as the Contractor is no longer legally eligible for an award. The Contractor will only be entitled to costs incurred through the period of performance including close-out costs. The contractor is not entitled to settlement costs associated with Termination for Convenience (FAR part 49). Any applicable fee will be adjusted commensurate with work completed as of September 30, 2022.

#### **H.43 LIMITING PLASTIC POLLUTION AND MISMANAGED WASTE (MAR 2020)**

Environmental stewardship is a USAID priority, including preventing ocean pollution from mismanaged plastic waste. USAID seeks to model environmentally aware practices. As such, the contractor is encouraged to use alternatives to disposable products to reduce environmental impacts. Further, the implementing partner should identify opportunities to support and highlight environmentally friendly, sustainable solutions during the course of implementation.

**[END OF SECTION H]**

**PART II – CONTRACT CLAUSES**

**SECTION I – CONTRACT CLAUSES**

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

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE." The full text of a clause may be accessed electronically at this/these address(es): (FAR) <http://www.arnet.gov/far> (AIDAR) <http://www.usaid.gov/ads/policy/300/aidar>

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
	<b>FEDERAL ACQUISITION REGULATION</b>	
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN 2020
	ALTERNATE I	OCT 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUN 2020
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015
52.203-14	DISPLAY OF HOTLINE POSTER(S)	OCT 2015
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	JUN 2010
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JUN 2020

52.203-99	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENT (DEVIATION 2015-2)	APR 2015
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2015
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC 2012
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	JAN 2014
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	JUL 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.204-19	INCORPORATED BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	AUG 2020
52.207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT	MAY 2006
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS	OCT 2015
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	DEC 2014
52.210-1	MARKET RESEARCH	APR 2011
52.215-2	AUDIT AND RECORDS – NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	AUG 2011
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS	AUG 2011
52.215-12	SUB-CONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010
52.215-13	SUB-CONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS	OCT 2010
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997

52.215-22	LIMITATION ON PASS-TROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2013
52.216-8	FIXED FEE	JUN 2011
52.217-2	CANCELATION UNDER MULTI-YEAR CONTRACTS	OCT 1997
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT 2015
52.222-3	CONVICT LABOR	JUN 2003
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	APR 2015
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	OCT 2015
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB 2016
52.222-50	COMBATING TRAFFICKING IN PERSONS	OCT 2020
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	JUN 2020
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2021
52.225-25	PROHIBITION ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTION RELATING TO IRAN-REPRESENTATION AND CERTIFICATION	JUN 2020
52.227-14	RIGHTS IN DATA – GENERAL	MAY 2014
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987
52.228-3	WORKER’S COMPENSATION INSURANCE (Defense Base Act)	JUL 2014
52.229-8	TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.230-1	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION	OCT 2015
52.230-2	COST ACCOUNTING STANDARDS	OCT 2015
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	OCT 2015
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014

52.232-25	PROMPT PAYMENT	JUL 2013
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	MAR 2015
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES - COST-REIMBURSEMENT	AUG 1987
52.243-7	NOTIFICATION OF CHANGES	APR 1984
52.244-2	SUBCONTRACTS	OCT 2010
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	NOV 2020
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS	JUN 2003
52.247-67	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006
52.248-1	VALUE ENGINEERING	OCT 2010
52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**I.2 FAR 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)**

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding [**\$TBD**].
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is [**\$TBD**].

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

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

**[END OF SECTION I]**

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

**SECTION J – ATTACHMENTS**

<b>Number</b>	<b>Title</b>	<b>Link or Attachment</b>
J.1	Statement of Objectives (SOO)	Attachment
J.2	Quality Assurance Surveillance Plan (QASP) Template	Attachment
<del>J.3</del>	<del>Certificate of Current Cost and Pricing Data</del>	<del>Attachment</del>
J.4-3	SFLLL – Disclosure of Lobbying Activities	Link
J.5-4	Contractor Employee Biographical Data Sheet	Link
J.6-5	Contractor Past Performance Information	Attachment
J.7-6	Sample Small Business Subcontracting Plan	Link
J.8-7	Identification of Principal Geographic Code Numbers	Attachment
J.9-8	USAID/Indonesia Branding Implementation and Marking Plan Guidance	Attachment



## **J.1. STATEMENT OF OBJECTIVES (SOO)**

### **STATEMENT OF OBJECTIVES**

#### **Collaborative Fisheries Management or Bersama Kelola Perikanan (Ber-IKAN)**

*Note:* Throughout the Statement of Objectives (SOO), the terms “Offeror” and “Contractor” are used purposefully to signify the status of an entity prior to and after award of the resulting contract. Therefore, all content related to an “Offeror” should be considered by an entity in their proposal preparation; while content related to a “Contractor” are informational and refer to activities or responsibilities performed by the winning Offeror after award.

This SOO identifies the top level goals and objectives of Collaborative Fisheries Management or *Bersama Kelola Perikanan* (Ber-IKAN) activity and is used as a focusing tool for both the U.S. Government (USG) and the Contractor. This SOO is provided in lieu of a USG written statement of work (SOW). The SOO does not state how the work is to be accomplished, but allows Offerors to develop and propose innovative approaches and cost-effective solutions to meet the Activity goal and objectives. The expected results and performance standards proposed by the winning Offeror (i.e., Contractor) and accepted by USAID will be adopted in the Performance Work Statement (PWS), which will constitute Section C of the resulting contract. To apply the principles of collaborating, learning, and adapting (CLA) to the Activity, USAID/Indonesia and the Contractor will conduct a collaborative start-up workshop (see Section F.5, Reports and Deliverables) after award to develop results chains and expected results, performance standards and assessment methods, using the expected results and performance standards in the PWS as a starting point.

#### **J.1.A Title**

The Activity is titled “Collaborative Fisheries Management” or “*Bersama Kelola Perikanan*” or “Ber-IKAN.”

#### **J.1. B Purpose**

The Activity seeks to advance Indonesia's self-reliance to protect marine biodiversity by improving sustainable and equitable management of fisheries. This Activity contributes to the 2020-2024 USAID Indonesia Country Development Cooperation Strategy (CDCS). This Activity supports CDCS Development Objective (DO) 3, Environmental Sustainability Improved, Intermediate Result (IR) 3.1, Natural Resource Management Improved. IR 3.1 advances Indonesia’s Journey to Self Reliance (J2SR) by developing joint ownership of development objectives and aligning USAID resources with the Government of Indonesia’s (GOI) goals to strengthen natural resource governance, environmental sustainability, and the private sector’s role in sustainable commodity production.

#### **J.1.C Development Context**

### J.1.C.1 Indonesia's Fisheries

Indonesia is the second largest fisheries producer in the world with over 6.98 million tonnes of wild capture fisheries landed in 2019<sup>1</sup>, representing eight percent of marine fisheries landings globally<sup>2</sup>. Catch rates for marine fisheries in Indonesian waters have increased from less than 4 million tonnes in the early 2000s to current levels, with major improvements in data collection and reporting for many fisheries accounting for part of the increase.

Indonesian fisheries depend on the country's exceptional marine biodiversity and is located in the Coral Triangle, the global epicenter of marine biodiversity. Indonesia is home to 76 percent of the world's coral species and 37 percent of the world's coral reef fish species<sup>3</sup>, as well as interconnected habitats of coral reefs, mangroves, and seagrasses that are among the most important and productive ecosystems in Indonesia.

As the world's largest archipelagic country, 75 percent of Indonesia's territory, including the exclusive economic zone, is water. As a result, Indonesia's marine resources and fisheries play an important role in the country's economy, geopolitics, culture, and natural environment<sup>4</sup>. More than half of Indonesia's animal protein supply comes from fish and seafood<sup>5</sup>, which underscores the importance of sustainable fisheries for domestic food security, particularly in light of COVID-19. Fisheries trade is an important sector of the economy with Indonesia supplying about 10 percent of global marine commodities. With more than 2.2 million fishers<sup>6</sup> and 12 million people involved in the fisheries sector<sup>7</sup>, the long-term sustainability of Indonesia's fisheries is important for productivity, livelihoods, food security, ecosystem services, and biodiversity conservation.

Indonesia's National Medium-Term Development Plan (RPJMN) 2020-2024 has a strong focus on economic development with an overall target of six percent economic growth and 3.9 percent growth specifically for the fisheries sector. The RPJMN economic target aims for an increase in national wild caught fish production to 10 million tonnes by 2024. Indonesia also relies on aquaculture production to meet seafood demand and has set a target to increase aquaculture production from 18 to 22 million tonnes by 2024, in particular for shrimp and seaweed. Unplanned development of coastal aquaculture, including shrimp farming, is a major factor behind mangrove loss<sup>8</sup>, which reduces ecological and socio-economic functions that provide coastal protection, support habitats for many fish species, and enhance human-

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<sup>1</sup> Ministry of Marine Affairs and Fisheries.

<sup>2</sup> [FAO. 2020. The State of World Fisheries and Aquaculture.](#)

<sup>3</sup> [Veron et al. 2009. Delineating the Coral Triangle.](#)

<sup>4</sup> [California Environmental Associates. 2018. "Trends in Marine Resources and Fisheries Management in Indonesia: A 2018 Review"](#)

<sup>5</sup> [FAO. 2017. Indonesia Country Fact Sheet on Food and Agriculture Policy Trends.](#)

<sup>6</sup> [KKP. 2017. Satu Data. "Jumlah Nelayan/Pembudidaya"](#)

<sup>7</sup> [KKP. 2012. Tribunbisnis "KKP Catat Hampir 12 Juta Tenaga Kerja Perikanan di Indonesia."](#)

<sup>8</sup> [Ahmed and Glaser. 2016. Coastal Aquaculture, Mangrove Deforestation, and Blue Carbon Emission: is REDD+ a solution?](#)

wellbeing, livelihoods, and food security<sup>9</sup>.

### **J.1.C.2 U.S. Government’s Indo-Pacific Vision**

Advancing marine biodiversity conservation and sustainable fisheries management contributes to the Indo-Pacific Vision for a free and open Indo-Pacific, particularly to strengthening natural resources management safeguards and security in the Indo-Pacific region by improving regulatory frameworks, sustainable supply chains, biodiversity conservation, and reducing illegal, unregulated and unreported (IUU) fishing.

### **J.1.C.3 Problem Statement and Development Hypothesis**

#### **Problem Statement**

Indonesia faces numerous challenges in sustainably managing its rich marine biodiversity and complex fisheries systems, preventing the country from fully realizing long term socio-economic benefits from its oceans and coastal zones. Sustainable management of marine and fisheries resources requires sufficient strategies, efforts and resources to mitigate unintended consequences, such as marine biodiversity loss, fish stock depletion, habitat degradation, erosion of rural livelihoods, and significant economic loss. Furthermore, Indonesia’s fisheries are exacerbated by climate change impacts and IUU fishing activities that hamper Indonesia’s efforts to govern these resources effectively<sup>10</sup>.

Indonesia's fish stock status is generally considered to be fully exploited or over-exploited for most economically-important species based on a GOI 2016 assessment<sup>11</sup>. The GOI identified IUU fishing as a major driving factor behind overfishing issues in Indonesia. The Food and Agricultural Organization (FAO) estimated that the economic loss of IUU fishing globally is about \$10-\$23 billion annually<sup>12</sup>, but this number is lower than the estimated \$80 billion annual loss from poor fisheries management<sup>13</sup>. IUU fishing is widespread across Indonesian waters and involves both foreign and domestic actors.

About 90% of Indonesia fishing fleet is dominated by small scale fishers<sup>14</sup>, defined as fishers with a vessel size less than 10 gross tonnes. The Ministry of Marine Affairs and Fisheries (MMAF) estimated about 2 million people were involved in small scale fisheries in 2014, but they are yet to be regulated and managed effectively. Though their contribution to Indonesia fish production is significant, reliable small scale fisheries data is not available, except for certain cases where markets require reporting and traceability. Generally, small scale fishers are less competitive to larger fishing fleets in regards to accessing fishing grounds,

<sup>9</sup> [Witomo, C.M. 2018. Impact of Shrimp Fish Ponds Towards the Mangrove Ecosystem.](#)

<sup>10</sup> [USAID. 2019. Indonesia Tropical Forest and Biodiversity Analysis \(FAA 118/119\)](#)

<sup>11</sup> [Ministry of Marine Affairs and Fisheries Decree Number 47 /2016](#)

<sup>12</sup> [Farhan, AR et al. 2018 Calculation Model of Economic Losses due to Illegal Fishing Activities in Indonesian Territorial Waters.](#)

<sup>13</sup> [World Bank. 2017. The Sunken Billions Revisited: Progress and Challenges in Global Marine Fisheries](#)

<sup>14</sup> [Republika. 2019. “KKP: 90 Persen Armada Perikanan RI Didominasi Kapal Kecil”](#)

technologies, and markets. Small scale fisheries are also more vulnerable to climate change impacts, natural disasters, and market distortion. The low reporting compliance of medium- and large-scale fishing fleets, unreported small scale fisher's catch, and limited availability of independent fisheries data contribute to the absence of reliable data for establishing appropriate sustainable fisheries management.

Endangered, Threatened, and Protected (ETP) marine species are often caught both incidentally and intentionally by fishing activities. Marine mammals, turtles, sharks and rays are among Indonesia's ETP species with significant population declines due to illegal and unsustainable fishing. The growing global demand for marine ETP species in the grey and black markets not only places pressures on these species but also other unprotected species at risk of future population declines. Indonesia has limited capacity to research and identify ETP species, and an insufficient system to monitor and enforce ETP species protections across Indonesia's vast archipelago. As such, most poaching activities freely operate in remote areas of Indonesia's waters and border areas.

Market demand can play an important role in promoting sustainable fishing practices. The United States, the top importer of Indonesia's seafood products<sup>15</sup>, instituted the Seafood Import Monitoring Program (SIMP) in 2018 to ensure target seafood imports are legally sourced and the Marine Mammal Protection Act (MMPA) to protect and conserve marine mammals. Similar efforts have been implemented by Japan (recently signed into law) and the European Union (EU) as the world's largest trader of fisheries products in value terms. The EU implements a carding system and requires countries that export to the EU to be accompanied by a catch certificate. However, currently only several species require sustainable seafood certification. Insufficient GOI regulations and the absence of incentives for fishing industry actors to engage in sustainable practices creates loopholes for unsustainable fishing practices. Voluntary fisheries certification schemes are expanding toward the same objectives, such as Marine Stewardship Council (MSC) and Fair Trade USA. Fishing industry actors often see certification as adding costs along the supply chain, because certification is expensive and does not necessarily result in a better price or increased market share.

Men and women have varying roles in the marine and fisheries sector, including in supply chains. In general, men tend to be more engaged in fishing practices and women tend to be more engaged in fish processing and marketing. This arrangement results from the norms and perceptions that women are not suitable for fishing activities<sup>16</sup>. Even when women are involved in fisheries activities and contribute their income to their households, their contributions are often unrecognized and described as a "hidden statistic"<sup>17</sup>. Women's roles in the fisheries sector are not legally and socially recognized, and often neglected. For example, to receive government support and labor protection, women fishers require a KUSUKA card, a government-issued card that recognizes their profession as a fisher. However, the current

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<sup>15</sup> [KKP Presentation. 2018. "Produktivitas Perikanan Indonesia".](#)

<sup>16</sup> [USAID Oceans. 2018. Gender Analysis of Fisheries Sector: Bitung, Indonesia.](#)

<sup>17</sup> [KKP. 2014. Pedoman Perencanaan dan Penganggaran Responsif Gender.](#)

national identity card system does not offer the option for women to select fisher as their profession--only “housewife”. In addition, although the livelihoods of women working in the sector rely on effective fisheries management, they typically have little voice in the management decisions that will determine the future sustainability of the fisheries they process and trade.

### **Development Hypothesis (Theory of Change)**

Following USAID’s best practices for biodiversity programming, USAID Indonesia applied [Conservation standards](#) to bring a systematic, evidence-based process to this design. Based on a review of the literature and stakeholder consultations, USAID developed a situation model (Attachment 1) that identifies the target marine ecosystems and species for this program, and captures direct threats and drivers to these biodiversity targets. This model also informs the Activity’s theory of change.

*If* Indonesia advances its protection of marine biodiversity and applies more responsible fishing practices as an integral part of sustainable economic development and *if* Indonesia reduces IUU fishing, overfishing, destructive fishing and other underlying drivers, *then* Indonesia’s marine ecosystems will be more resilient and sustainable, strengthening local livelihoods and the country’s economic growth, food security, and maritime security.

### **J.1.D Goal**

The Activity seeks to advance Indonesia's self-reliance to protect marine biodiversity through improving sustainable and equitable management of fisheries.

### **J.1.E Objectives**

To achieve the overall goal, USAID will focus on the following four main objectives.

1. Improved adoption of and compliance with evidence-based fisheries policies for priority fisheries;
2. Strengthened small-scale fisheries governance;
3. Increased government and market-based incentives for sustainable seafood products; and,
4. Improved protection of ETP marine species affected by fishing practices.

### **Expected Goal Targets:**

USAID expects that the Activity will contribute to the following minimum results at the goal level:

1. At least five million hectares of biologically significant areas of priority fisheries under improved sustainable fisheries resource management and climate change resilience as a result of USG assistance;

2. At least five target fisheries are sustainably managed through the implementation of management strategies, such as fisheries management plan, harvest strategy and fisheries improvement program as a result of USG assistance; and,
3. Five thousand people with increased economic benefits from the improved fisheries management of priority fisheries as a result of USG assistance.

### **Objective 1: Improved adoption of and compliance with evidence-based fisheries policies for priority fisheries**

#### **a. Current Status**

Indonesia's fisheries governance is supported by a number of laws and regulations, including the newly enacted Omnibus Law. The GOI has developed draft derivative regulations to support the Omnibus Law implementation in the marine and fisheries sector. The implementation of regulations and policies varies across fishery and location and requires the GOI and fisheries actors to work together further advance the implementation and compliance to gain maximum benefits of sustainable marine and fisheries resources management.

According to the RPJMN and the MMAF's five-year strategic plan, both foreign and domestic fishing fleets still use IUU fishing practices in Indonesian waters. In response, the GOI will strengthen fisheries governance through a Fisheries Management Area (*Wilayah Pengelolaan Perikanan Republik Indonesia*, WPPNRI) approach. Through the WPP approach, the GOI aims to achieve ecological, economic and social objectives through improved sustainable fisheries management. These include: protect fisheries resources for sustainable production, minimize impact of fishing activities, increase economic benefits, expand job opportunities, and support maritime security.

Indonesia's marine and fisheries resources are vast and their management is complex. As such, the Activity will focus on selected fisheries in targeted geographies in order to demonstrate positive benefits to biodiversity and human well-being in relevant WPPNRIs. The selected fisheries may involve different fleets and should promote harmonization among different types of fishers including, small-, medium-, and large-scale vessels.

To advance Indonesia's fisheries governance and improve benefits to biodiversity and human well-being, USAID Indonesia has identified opportunities in the following areas:

- Effective and accountable fisheries governance;
- Development and implementation of priority fisheries policies, regulations, and plans;
- Comprehensive capacity building and stakeholder engagement program, including research and policy formulation capacity; and,
- Effective marine and fisheries monitoring, surveillance, and enforcement at all levels.

#### **b. Anticipated Outcomes**

- Collaborative implementation of fisheries management plans for Fisheries Management Areas (*Wilayah Pengelolaan Perikanan Republik Indonesia*, or WPPNRI), target fisheries management plans, harvest strategies and fisheries improvement programs, including monitoring, evaluation, and learning strengthened;
- Stakeholder's compliance with fisheries policies, regulations, and plans increased, including to meet the requirements of sustainable markets, for example the U.S. SIMP and MMPA policies;
- Integrated and effective marine and fisheries surveillance and enforcement with a special emphasis at provincial and community levels strengthened; and,
- Government and private sectors leaders are more accountable for delivering governance that fairly allocates fish resources among fishing actors, achieves long-term sustainability, and adequately funds management and applied science.

**c. Expected Results and Performance Standards (TBD)**

*Note:* This section will be replaced by the Performance Work Statement (PWS) from the winning proposal.

**Objective 2: Strengthened Small-Scale Fisheries Governance**

**a. Current Status**

More than 90% of Indonesia's fishers work in small scale fisheries, which make a significant contribution toward national production. Indonesia uses the term small-scale fisher ( *nelayan kecil*), rather than small-scale fisheries (*perikanan skala kecil*) to describe this category, or scale, of its capture fisheries. Importantly however, most of these fisheries are unregulated, threatening the long-term sustainability of these resources, livelihoods in fishing communities, and food security for more than 260 million people.

The fishing grounds of most small scale fisheries are within 12 nautical miles of the coast and under the jurisdiction of provincial governments. Currently these areas are mostly open access and unregulated, although national laws prohibit some destructive fishing methods, such as poisons and explosives. There are some good practice examples of small scale fisheries management by indigenous groups that have registered for customary ownership of their coastal area, securing their tenure and right to manage their resources. Additionally, in a few areas small scale fishers have organized to participate in specialized seafood certifications, such as the Fair Trade program, which affords them greater benefits from sustainable fishery exports. For the most part, however, small scale fishers are not organized, active collaborators in sustainable fisheries management and there are social, economic, and political factors that need to be addressed to support their more active leadership in management of the sector.

Additionally, important fisheries targeted by SSF extend beyond the 12 nautical miles zone (e.g., snapper, grouper, tuna, etc.). Effectively managing these stocks requires coordinated

management between provincial and national governments, as well as a more intentional approach to managing the overlapping fishing grounds of small, medium, and large-scale vessels. Current approaches to managing these fisheries underestimates the harvesting effort of SSF and the importance of these fisheries to Indonesian fishing communities. One reason for this underestimation is that current catch data collection systems mostly do not include harvests by SSF. MMAF has rolled out several initiatives, including the e-logbook and the supply chain information and traceability system called “Stelina”, that currently target medium- and large-scale fisheries. In addition, several NGOs with support from development partners have supported MMAF small scale fisheries data collection and stock assessments that are now integrated into the MMAF research database. For example, small scale fisheries data of small pelagic, reef fish, anchovy, and flying fish collected by the USAID SEA activity and deep-water snapper and grouper data collected through the USAID SNAPPER activity are already included in the database.

USAID Indonesia has identified opportunities to strengthen SSF governance as follows:

- Policies, regulations, and plans that enable sustainable, collaborative management of the sector and address inequalities related to gender, Indigenous people, and marginalized groups
- Organization, extension, and supporting services for SSF that increases their voice, capacity, and support for sustainable fisheries management
- Data and awareness about the ecological, economic, and development contributions of SSF and their implications for government engagement and support to the sector.

**b. Anticipated Outcomes**

- Government policies, regulations, engagement, and investments better reflect the importance of sustainable small scale fisheries to Indonesia’s fisheries production and social development, and improve equality and sustainability within the sector.
- Small scale fishers, processors, and traders are better organized, empowered, supported, and engaged in collaborative management of sustainable fisheries, particularly indigenous people, women, and other marginalized groups.
- Small scale fisheries catch data improved and integrated with the national data system; and,
- Examples of effective collaborative management arrangements involving small scale fisheries are implemented and demonstrating measurable improvements in ecological and socio-economic outcomes.

**c. Expected Results and Performance Standards (TBD)**

*Note:* This section will be replaced by the PWS from the winning proposal.



### **Objective 3: Increased government and market-based incentives for sustainable seafood**

#### **a. Current Status**

Under the RPJMN and the MMAF five-year strategic plan, the GOI will focus to increase Indonesia's competitiveness in the global market to meet growing international market standards for sustainable seafood, including increasing foreign and domestic investment, improving seafood quality, developing new and improving existing infrastructure, and strengthening logistics.

Seafood is one of the most traded products in the world. The Indonesia seafood trade is growing both to supply domestic and international markets. Markets are not currently optimized for sustainability and social equity, despite the markets' strong demand influence on unsustainable fishing practices. Further, access to capital is limited and loans often come with high interest rates, while the lack of infrastructure raises the cost of doing business and increases the length and complexity of supply chains. Potential interventions under this issue, include: increase demand for sustainable seafood; use alternative approaches to engage supply chain actors, such as in development of procurement policies; strengthen traceability systems (such as the government-led Stelina and e-logbook); data synchronization from production to market; improve capacity for seafood inspection; and activities to reduce/remove ETP species from entering trade.

Supply chain actors are key to achieving GOI priorities to increase demand and establish market-based incentives for sustainable seafood both for international and domestic markets. USAID has identified opportunities to work on the following issues:

- Sustainable and profitable seafood supply chains;
- Commitment and capacity of regulators and supply chain actors;
- Government and market-based incentives; and,
- Supply chain resilience to the COVID-19 pandemic and climate change impacts.

#### **b. Anticipated Outcomes**

- Government and market actors implement actions that effectively incentivize and scale increased sustainability in targeted fisheries and supply chains, including their adaptation and resilience with the COVID-19 pandemic and climate change impacts;
- Increased private sector investments in sustainable seafood;
- Industry associations (e.g., fishers, processors, traders, etc.) are more engaged and effective in advancing sustainability in target fisheries; and,
- Improved supply chains deliver improved economic, social, and ecological benefits to local fishing communities, further incentivizing support for sustainable fisheries management.

**c. Expected Results and Performance Standards (TBD)**

*Note:* This section will be replaced by the PWS from the winning proposal.

**Objective 4: Improved protection of Endangered, Threatened and Protected (ETP) marine species affected by fishing practices**

**a. Current Status**

ETP marine species are often threatened both incidentally and intentionally by fishing activities. Local and international markets for ETP species, both legal and illicit, increase pressure on the sustainable future of ETP marine species. The GOI has undertaken efforts to reduce ETP bycatch from fishing activities but has limited capacity for research and species identification as well as an insufficient monitoring and enforcement system required to cover Indonesia's diverse fisheries.

ETP policies and regulations should consider socio-economic impacts to communities when developing ETP quotas and management guidelines. The status of most ETP species is largely unknown, including the bycatch resulting from fishing activities. As such, understanding of ETP bycatch in target fisheries and use in mariculture, including traditional knowledge and practices on ETP protection and incentives, is important to strengthen ETP bycatch policies and overall fisheries management.

To improve protection of ETP marine species, USAID Indonesia has identified opportunities in the following areas:

- ETP marine species regulations and policies;
- ETP marine species bycatch research, reporting, and compliance;
- Awareness and capacity building of ETP marine species.

**b. Anticipated Outcomes**

- Evidence-based ETP marine species bycatch regulations and policies strengthened and implemented;
- Direct fishing/poaching and bycatch of ETP marine species by fishing activities reduced;
- Wild fish-based mariculture sustainably managed to avoid decreasing wild fish stock populations, including ETP population; and,
- Stakeholders' compliance of ETP marine species policies and regulations increased.

**c. Expected Results and Performance Standards (TBD)**

*Note:* This section will be replaced by the PWS from the winning proposal.

### **J.1.F Outcome Indicators**

Achievement of the Activity's goal and outcomes will be measured at the minimum using the following indicators, consisting of mandatory standard and custom indicators, to demonstrate impact.

The mandatory standard indicators include:

- EG.10.2 Biodiversity** (associated sub indicators: coastal-marine, wildlife trafficking, and IUU fishing).
- EG.10.2-2 Number of hectares of biologically significant areas under improved natural resource management as a result of USG assistance
- EG.10.2-3 Number of people with improved economic benefits derived from sustainable natural resource management and/or biodiversity conservation as a result of USG assistance
- EG.10.2-4 Number of people trained in sustainable natural resources management and/or biodiversity conservation as a result of USG assistance
- EG.10.2-5 Number of laws, policies, or regulations that address biodiversity conservation and/or other environmental themes officially proposed, adopted or implemented as a result of USG assistance
- EG.10.2-6 Number of people that apply improved conservation law enforcement practices, as a result of USG assistance

Some or all of the following standard indicators may also be selected, as appropriate:

- DR.4 Civil Society** (specific focus on women and indigenous people's group)
- DR.4-1 Number of USG-supported activities designed to promote or strengthen the civic participation of women
- DR.4.2-2 Number of CSOs receiving USG Assistance engaged in advocacy interventions
- STIR 1 Science, Technology and Innovation / Research**
- STIR-11 Number of innovations supported through USG assistance with demonstrated uptake by the public and/or private sector
- EG. 5 Private Sector Productivity**
- EG 5.2-2 Number of private sector firms that have improved management practices or technologies as a result of USG assistance
- EG.3.2 Number of individuals participating in USG food security programs**
- EG.3.2-24b Management practice or technology type: Wild-caught fisheries management
- EG.11 Climate Change - Adaptation**
- EG.11-5 Number of people supported by the USG to adapt to the effects of climate change
- GDR Gender**
- GDR 8 Number of persons trained with USG assistance to advance outcomes consistent with gender equality or female empowerment through their roles in public or private sector institutions or organizations

The full description of standard indicators can be found here: <https://pages.usaid.gov/F/ppr>

The Contractor must propose custom indicators necessary to adequately track progress and outcomes of interventions, with reference to and in support of standard indicators. The Contractor will monitor the outcome indicators, and their related disaggregates, to measure achievement of the four objectives through an Activity Monitoring, Evaluation and Learning (AMEL) plan (discussed in detail in Section F of this solicitation and highlighted in the following section, Guiding Principles).

All outcome indicators, standard and custom, must support: 1) USAID's Indo-Pacific Vision (<https://www.usaid.gov/indo-pacific-vision>); 2) GOI's relevant goals and objectives within the 2020-2024 National Mid-term Development Plan and the MMAF Renstra, the Sustainable Development Goals, and sectoral goals/objectives as relevant; and, 3) USAID/Indonesia CDCS' Performance Management Plan.

### **J.1.G Guiding Principles**

Offerors must fully consider and integrate the following guiding principles in the Technical Approach and PWS.

#### **J.1.G.1. Selection of Geographic Location and Target Fisheries**

##### **Geographic Location**

An initial geographic analysis of this Activity assessing two key factors for each province in Indonesia, biodiversity richness and fisheries-dependent livelihoods was conducted by the Mission, resulting in eight first tier provinces, seven second tier provinces, and two provinces with special consideration as shown in Figure 1. The analysis was further enhanced with input from MMAF and other stakeholders, leading to the Mission's recommendation for this Activity to work in the following geographic locations:

- a. WPPNRI 711<sup>18</sup>, with Riau Islands and West Kalimantan as focus provinces;
- b. WPPNRI 715<sup>19</sup>, involving all provinces governed by this WPPNRI: North Sulawesi, Gorontalo, Central Sulawesi, North Maluku, Maluku and West Papua.

##### **Target Fisheries**

This Activity must work with USAID and MMAF to identify at least five target fisheries in the target geographic locations. The target fisheries must be in line with national and provincial government priorities, supporting the welfare of small scale fishers, enhancing sustainable seafood markets both for domestic and export markets, and previous efforts/investments which have been made with USAID or non-USAID funding aiming to improve the sustainable

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<sup>18</sup> [Fisheries Management Plan of 711](#)

<sup>19</sup> [Fisheries Management Plan of 715](#)

fisheries management, for example through: Fisheries Management Plan, Harvest Strategy, and Fisheries Improvement Program (FIP). The Activity must identify ETP marine species associated with the target fisheries and other activities in target locations that put pressures on ETP marine species, including poaching and mariculture that may involve ETP marine species.

Through the SEA activity, USAID worked in WPPNRI 715 to support sustainable fisheries management of small pelagics, reef fisheries and tuna in Maluku and North Maluku, and flying fish and anchovy fisheries in West Papua, resulting in draft regulations for those fisheries. USAID has also invested in snapper and grouper fisheries through SNAPPER, and together with MMAF developed a draft national snapper-grouper fisheries management plan and draft snapper-grouper harvest strategy of WPPNRI 713. The Activity should learn and build upon the previous USAID and non-USAID investments.

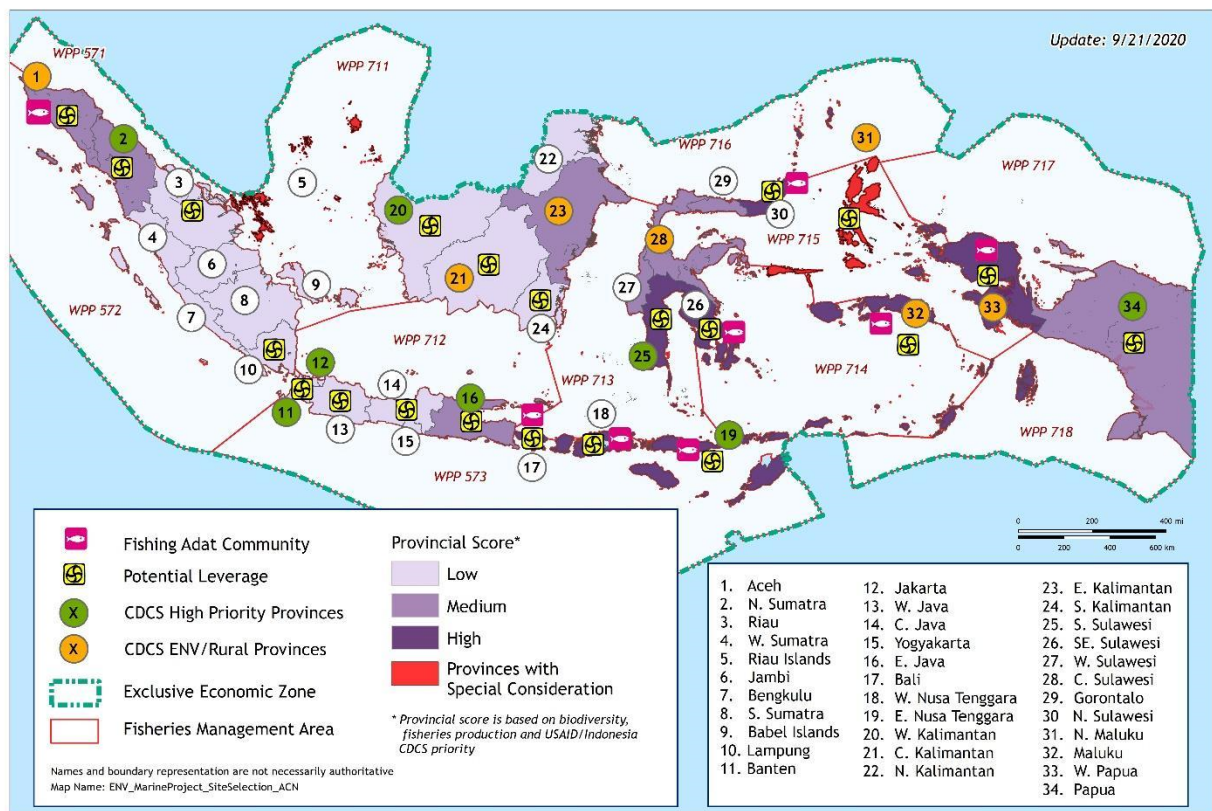


Figure 1. USAID Initial Geographic Analysis

### J.1.G.2. Biodiversity Code, Theory of Change, Situation Model, Results Chains

This Activity must meet the legislative requirements for the portion of its funding allocated for biodiversity conservation. As such, proposed interventions must align with the USAID Biodiversity Code (<https://www.usaid.gov/biodiversity/policy>). Using theories of change and

results chains to design, implement and monitor interventions in an adaptive process is a foundational element of this Activity, and critical for measurably reducing threats to biodiversity.

USAID ADS 201 defines a theory of change as “the reasoning behind how and why a purpose or result is expected to be achieved in a particular context.” In USAID biodiversity programming, this definition is expanded to include a description of the logical causal relationships among a strategic approach and multiple levels of conditions or preliminary results needed to achieve a long-term result. A results chain is a graphic representation of a theory of change that displays the assumptions between what an Activity intends to do and the changes and results it hopes to accomplish to achieve its purpose.

During the first year, the Contractor must collaborate with USAID on the development of results chains at the overall activity level and for each objective (also referred to as a strategic approach). The results chains should be developed based on the situation model and assessments/information available related to the Activity’s objectives, target locations and fisheries. The contractor must develop an annual work plan and monitoring, evaluation and learning (MEL) plan based on these results chains. The Contractor must develop the MEL plan based on the intermediate results identified in the results chains, following a template to be provided by USAID.

### **J.1.G.3. Private Sector Engagement**

USAID seeks opportunities across all four objectives to leverage private sector investment and financing, and leadership to promote sustainable fisheries. Based on the USAID Indonesia [private sector landscape assessment](#), private sector engagement should support community enterprises and establish incentive systems to ensure small holders (e.g., fishers, women, business actors) are empowered and rewarded for supporting sustainability. The GOI and private sector should effectively collaborate to strengthen sustainable fisheries policies and its implementation. The private sector has an important role in managing markets and complying with fisheries regulations in an industry driven enforcement.

### **J.1.G.4. Gender Equality and Inclusive Development**

Gender is a social construct that refers to relations between and among the sexes, based on their relative roles. Under USAID ADS 201.3.9.3: “Gender issues are central to the achievement of strategic plans and Development Objectives (DO), and USAID strives to promote gender equality, in which both men and women have equal opportunity to benefit from and contribute to economic, social, cultural, and political development; enjoy socially valued resources and rewards; and realize their human rights.” Specifically, gender integration entails the identification and subsequent treatment of gender differences and inequalities during program/project design, implementation, monitoring, and evaluation. As part of the Activity’s interventions, the Contractor must assess and identify gender issues that affect the participation

of men, women, and marginalized groups (indigenous people, youth, people with disability, the poorest and the most vulnerable) equally in the participation of this Activity.

USAID promotes a nondiscriminatory, inclusive, and integrated development approach that ensures that all people, including those who face discrimination and thus may have limited access to a country's benefits, legal protections, or social participation are fully included and can actively participate in and benefit from development processes and activities. Consistent with this focus, USAID issued policy documents detailing our commitment to inclusive development, including, but not limited to, gender equality and female empowerment policy, youth in development, and nondiscrimination for beneficiaries policy. The Contractor must align interventions with these policies and be responsive to emerging policies related to inclusive development.

The Contractor must implement the following actions:

- The Contractor must ensure that gender equality and social inclusion issues are analyzed, and interventions and activities within Annual Work Plans, MEL, and CLA activities are designed to maximize women's empowerment and meaningful participation of marginalized populations in decision making. Along with the first-year work plan, the Contractor must submit a Gender Equality and Social Inclusion Analysis and Gender Equality and Social Inclusion Action Plan documenting how key gender and social inclusion gaps and needs will be addressed during Activity implementation.
- The Contractor must take gender equality and social inclusion into consideration in terms of how services are promoted, accessed, and provided so as to maximize meaningful participation by both male and female beneficiaries and marginalized groups. Accordingly, the Contractor should consult with experts, solicit input from potential program beneficiaries and use available USAID and other publicly available resources.
- In the Monitoring Evaluation and Learning plan, the Contractor must develop gender-sensitive indicators that measure specific gender-related goals for its activity and consistently report to USAID on results related to gender equality and female empowerment, including through the use of gender-sensitive indicators and evaluations.

As per ADS 205.3.7, gender integration in Activity implementation requires all people-level data gathered to be sex-disaggregated. The Contractor must report on gender-related results in quarterly and annual reports. The Contractor must ensure that any observed unintended gender-related consequences of the Activity are documented in quarterly and annual reports; where solutions exist for unintended gender-related consequences, the Contractor must identify and implement these solutions.

USAID Indonesia's initial gender analysis for the new marine and fisheries program indicates there are gender gaps both in fisheries and Marine Protected Area (MPA) management. To address these gaps, the Contractor should include women and marginalized groups in fisheries

management, explore ways to improve social and economic benefits to women, and develop incentives for their support toward conservation objectives. The Activity should also include equal access to information, capacity building, and market diversification, such as e-trading and other online platforms.

#### **J.1.G.5 Science, Technology, and Innovation**

Indonesia's knowledge and innovation performance needs improvement, especially knowledge systems, level of international collaboration, use of evidence, and the utilization of technology in fisheries management and biodiversity conservation. In annual work plans, the Contractor must describe how they will use state-of-the-art science, technology, and innovation, employing cutting-edge best practices to achieve the Activity goal and objectives. The Contractor must use rigorous, scientific methodology to leverage and expand the evidence base regarding the complex political, economic, and social drivers of target fisheries and marine biodiversity loss in geographic focus areas.

#### **J.1.G.6. Alignment and Collaboration**

##### **Alignment with the GOI**

This Activity is designed to support GOI's priorities, in particular the 2020-2024 RPJMN and the MMAF five-year strategic plan. MMAF's relevant strategic objectives (*Sasaran Strategis*, SS) are as follows:

- Sustainable marine and fisheries resources improved (SS3)
- Human resources capacity and competency advanced (SS4)
- Scientific research and innovation utilized (SS5)
- Responsible marine and fisheries governance improved (SS6)
- Integrated marine and fisheries monitoring and surveillance strengthened (SS8)

##### **Coordination under Grant Implementation Agreement (GIA) between USAID and the MMAF**

USAID and MMAF signed a GIA on February 16, 2021. The GIA provides guidance and facilitates cooperation on the implementation of USAID marine and fisheries activities, including the USAID Ber-IKAN. The contractor must implement the Activity in close coordination with both USAID and MMAF. MMAF, in coordination with USAID, will assign an MMAF Technical Lead and implementing units for the Activity. USAID will provide further guidance on coordination of the Activity under this GIA to the contractor.

##### **Collaboration**

The Activity seeks to harmonize efforts with other marine and fisheries programs in Indonesia. The Offeror must describe how proposed approaches and interventions will be harmonized



among other USAID activities and implementing partners, the private sector, the GOI, development partners, NGOs, civil society, and others at the national, province and local levels.

USAID anticipates implementing two additional marine and fisheries activities, a new Marine Protected Areas (MPA) activity and a partnership with the National Oceanic and Atmospheric Administration (NOAA) to work together with USAID Ber-IKAN in an integrated and collaborative way under USAID direction and guidance. USAID and other donor activities are described below:

### USAID

#### **USAID MPA Activity**

- Period of Performance: October 2021 - October 2026
- Award Number: TBD
- Implementing Partner: TBD
- Description: to advance Indonesia's self-reliance to improve the management of MPAs and safeguard valuable marine biodiversity

#### **Inter-Agency Agreement with NOAA**

- Period of Performance: October 2021 - October 2026
- Award Number: AID-486-T-13-00001-00
- Implementing Partner: NOAA
- Description: to provide technical assistance and advisory support in sustainable fisheries management and marine biodiversity conservation. NOAA will work collaboratively with Ber-IKAN and MPA, delivering an integrated approach and programming.

#### **USAID SNAPPER**

- Period of Performance: July 2016 - July 2022
- Award Number: AID-497-A-16-00011
- Implementing Partner: The Nature Conservancy
- Description: to reduce threats to the deep water snappers, groupers, and emperors in Indonesia's sea through enhancing sustainability, promoting effective collaboration between companies, communities, and government agencies, and utilizing good science and technology and evidence based decision making.

#### **Blue Abadi Fund**

- Period of Performance: April 2017 - December 2021
- Award Number: AID-497-G-17-00001
- Implementing Partner: Conservation International
- Description: to protect marine biodiversity in the Bird's Head Seascape through improved co-management of 3.6 million hectares of MPAs and strengthened local community society organizations.

**USAID Development Credit Authority (DCA) Meloy Fund**

- Period of Performance: September 2017 – September 2029
- Award Number: 492-DCA-17-006
- Implementing Partner: Meloy Fund
- Description: This DCA loan guarantee aims to incentivize the rapid adoption of sustainable practices in Indonesia and the Philippines. The Meloy Fund plans to mobilize approximately \$17.5 million in financing for sustainable marine and fisheries businesses over the next 12 years.

**USAID Madani**

- Period of Performance: March 2019 - February 2024
- Award Number: 72049719LA00001
- Implementing Partner: FHI 360
- Description: USAID Madani is designed to strengthen government accountability, including in the natural resources sector. This activity works to strengthen organizational capacity of civil society CSOs and the effectiveness and efficiency of their work; improve the legitimacy of CSOs in the eyes of local government and communities; and improve the enabling environment for civil society and mobilize local resources to bolster CSO's sustainability. USAID Madani implements activities in 32 districts in East Java, Central Java, West Java, Lampung, South Sulawesi, Gorontalo, Central Kalimantan, and West Nusa Tenggara provinces.

**USAID SINAR**

- Period of Performance: January 2021 – January 2026
- Award Number: 7200AA19D00029
- Implementing Partner: Tetra Tech ES
- Description: SINAR's objective is to advance Indonesia's development goals in expanding reliable and equitable energy services necessary for sustainable development and inclusive economic growth.

**USAID Sustainable Fish Asia (SUFIA) Local Capacity Development Activity**

- Period of Performance: August 2020 – August 2022
- Award Number: AID-486-I-15-00001/Task Order No: 72048620F00001
- Implementing Partner: Research Triangle Institute International in concert with SEAFDEC
- Description: SUFIA aims to enhance the capabilities of the Coral Triangle Initiative on Coral Reefs Fisheries and the Southeast Asian Fisheries Development Center; and identify private sector investment in and adoption of sustainable fishing and fair labor practices in Southeast Asia and the Pacific.

**USAID Fish Right**

- Period of Performance: March 2018 – March 2023
- Award Number: 72049218CA00004
- Implementing Partner: University of Rhode Island

Description: Fish Right seeks to address biodiversity threats, improve marine ecosystem governance, and increase fish biomass in selected marine key biodiversity areas in the Philippines. Using an ecosystem approach to fisheries management, Fish Right will promote the sustainable use of critical coastal and marine resources, enhance the resilience of these resources and build the capacities key actors on sustainable fisheries management.

Development Partners:

The below list is not exhaustive, yet it captures new and ongoing efforts supported by leading development partners in Indonesia.

**The World Bank**

[Indonesia Sustainable Oceans Program \(ISOP\)](#) is the umbrella mechanism for the Bank's oceans programs. The Oceans for Prosperity Program or Lautan Sejahtera (LAUTRA) is the new anticipated project to improve socio-economic and environmental benefits of sustainable fisheries and healthy marine and coastal ecosystems. The pilot sites are in WPPNRI 714, 715, 718 and the Savu Sea. LAUTRA will have a trust fund component, titled Problue, managed by Bappenas to support LAUTRA objectives. LAUTRA is a \$166 million loan for five years 2021-2026.

**Asian Development Bank (ADB)**

[ADB funded Coremap-Coral Triangle Initiative \(CTI\)](#) aims to improve the management, sustainability, and resilience of marine protected areas in Indonesia. The project will strengthen the capacity of coastal communities and institutions to manage coral reef resources and associated ecosystems. It will also support sustainable marine-based livelihoods. Coremap-CTI has two mechanisms, through an \$8 million grant and a \$45.5 million loan.

**Global Environment Facility (GEF) and Food and Agricultural Organization (FAO)**

[The Enabling Transboundary Cooperation For Sustainable Management of the Indonesian Seas](#) is a regional program involving Indonesia and Timor Leste. The project aims to facilitate the implementation of ecosystem approaches to fisheries and coastal management, to ensure the sustainable development of ecosystem resources in the Indonesian Seas Large Marine Ecosystem. The project is [GEF funded](#) with total funding of \$29.3 million and working in WPPNRI 712, 713, 714, 573 plus and the boundary areas with Timor Leste.

**The GEF and United Nations Development Programme**

[The Global Marine Commodities \(GMC\) project](#) in Indonesia aims to benefit people whose livelihoods depend directly on the two target fisheries: tuna and blue swimming crab. The project will support the creation and implementation of a multi stakeholder platform for sustainable fisheries. GMC has \$5.5 million in funding with \$ 1million allocated for Indonesia. [Another GEF funded project is the Arafura and Timor Leste Ecosystem Approach 2 \(ATSEA-2\)](#). The ATSEA-2 Program is a regional partnership involving four countries: Indonesia, Timor Leste and Papua New Guinea in order to collectively manage high marine and fisheries resources in Arafura and Timor Seas with \$3.2 million in funding over five years.

**Australia Commonwealth Scientific and Industrial Research Organization (CSIRO)**

CSIRO has three projects in Indonesia: a) [Mapping the sources and distribution of marine plastics](#), partnering with Udayana University to measure, analyse and map plastic pollution in Bali, b) Improving fisheries management, collaborating with the MMAF to support sustainable fisheries management and assist local partners to develop [fishIDER](#), a website that helps staff from fishery agencies identify fish species, and c) Building the MMAF and NGOs capacity with improved analytical tools and innovations to detect IUU fishing activities, and inform decision making around the allocation of surveillance and enforcement resources.

**German Development Bank (KfW)**

With the European Union funding, KfW provides \$12 million to Indonesia and the Philippines through Wildlife Conservation Society (WCS). In Indonesia, the focus provinces are [North Sulawesi and North Maluku](#) provinces. In North Maluku, WCS will continue USAID SEA investment, for example the MPA and fisheries management work. KfW, together with the European Investment Bank and the French Development Bank AFD, also launched the \$ 2.4 billion [Clean Oceans Initiative](#).

**Japan International Cooperation Agency (JICA)**

In 2018, JICA signed a \$2.5 billion grant agreement with the GOI for [the development of fishing port facilities in six outer islands](#). This initiative is expected to stimulate the local fishing industry and to improve the standard of living of coastal communities through higher added value in fishery products and better fishery product distribution outside of the islands.

**Walton Family Foundation (WFF)**

In 2017, WFF launched a four-year, \$32 million [initiative to promote and support sustainable fisheries in Indonesia](#). To that end, the foundation selects a number of economically and socially important fisheries, including blue swimming crab, tuna, and snapper-grouper. The initiative will focus on improving the ability of Indonesian fishery management agencies to use strong scientific information and tools as the basis for making decisions; supporting the implementation of rights-based fisheries management to secure long-term rights for local fishing communities; and implementing changes at every level of the supply chain so that seafood and fishing businesses are rewarded for adopting sustainable practices.

**The David and Lucile Packard Foundation**

The Foundation committed to ensure that Indonesia's fishing sector is well managed to provide increasing and sustained economic, social, and ecological benefits to communities, industry, and the nation. The Foundation is pursuing the following [three primary strategies](#): a) Providing evidence of good fisheries management for blue swimming crab, mixed fishery deep-water snapper, and tuna, b) Informing fisheries management policy reform based on sound economic, political, and social analyses and c) Building capacity and leadership for improved management across public and private sector leaders, organizations, and institutions to improve fisheries management.

**Margaret A. Cargill Philanthropies (MAC-P)**

[MAC-P](#) supports MAC-P's coastal ecosystems work through MPA development and sustainable fishing programs in Indonesia. MAC-P partners with The Nature Conservancy, Conservation International, Wildlife Conservation Society, World Wide Fund for Nature, and local community groups.

#### **J.1.G.7. Safeguards and Risk Mitigation**

This Activity aims to reduce threats to biodiversity that include conservation and sustainable fisheries management and seafood throughout their supply chains. USAID, in ADS 204.1 Environmental Procedures, requires implementation of environmental sustainability measures which must be mainstreamed into all interventions to avoid inadvertent harm to people and nature. Within the goal and objectives of this Activity, the Contractor must utilize integrated measures to mitigate potential negative consequences of a changing climate, weak governance, social and environmental impacts, including additional analyses as necessary. The Contractor must provide information essential to assess the potential impacts of interventions, and to the identification and detailed design of appropriate mitigation and monitoring measures. USAID, in ADS201mal Climate Risk Management Procedures, requires the Contractor to articulate practices and interventions that can enable a climate resilient approach to succeed and support the sustainability of the investment made under this activity.

To further strengthen implementation of USAID's environmental policy requirements, the Contractor must develop and implement a system to monitor environmental and social safeguards throughout the life of the Activity. In developing this system, the Contractor must take into account relevant U.S. government policies, international obligations, national circumstances, laws, policies, and regulations. Implementation of this safeguards system ensures interventions are: 1) consistent with the conservation of biological diversity; 2) used to incentivise conservation and to enhance social and economic benefits, particularly for marginalized people; and, 3) not used for the conversion of natural habitats.

#### **J.1.G.8. Collaborating, Learning, and Adapting (CLA)**

CLA is a critical part of USAID's work. Integrating CLA into activities helps ensure that USAID's programs are coordinated with others, grounded in a strong evidence base, and iteratively adapted to remain relevant throughout implementation.

Integration of CLA throughout implementation should address the following components:

- Collaboration with other USAID technical offices, activities, and implementing partners; government counterparts; private sector stakeholders; and other donors.
- Use of iterative monitoring and evaluation findings, political economy assessment and other data to update understanding of the operational context, review assumptions, and track progress.
- Establishment of a learning agenda, including opportunities to reflect on progress, review challenges and successes, and learn from failure.

- Incorporation of learning into activity partnerships, approaches, and interventions, including the process by which adjustments will be made.

#### **J.1.G.9. Youth**

A focus on youth is especially important, as approximately 25 percent of Indonesia's population is under the age of 30, and today's young people will be the country's future leaders. The Contractor must contribute to USAID's Positive Youth Development (PYD) policy that seeks to empower youth to be better able to access and participate in civic/political, economic, educational, and social opportunities. PYD approaches build skills, assets and competencies; foster healthy relationships; strengthen the environment; and transform systems.

#### **J.1.G.10. People with Disability**

USAID is committed to the inclusion of people who have physical and cognitive disabilities and those who advocate and offer services on behalf of people with disabilities. This commitment extends from the design and implementation of USAID programming to advocacy for and outreach to people with disabilities. The USAID policy on disability is to promote the inclusion of people with disabilities both within USAID programs and in host countries where USAID has programs. The Contractor should contribute to USAID's objectives regarding people with disabilities, and respond to emerging USAID's policy and frameworks related to people with disabilities.

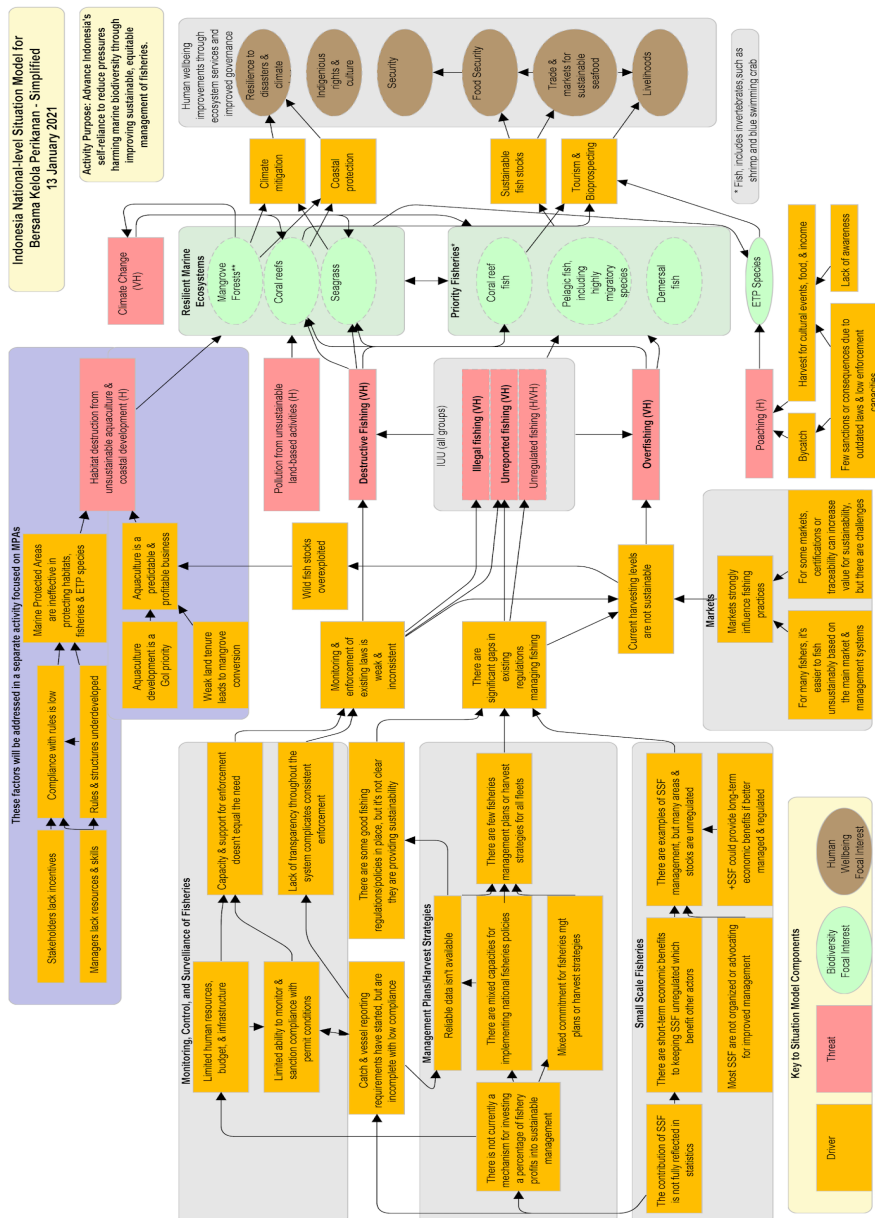
#### **J.1.G.11. Indigenous People**

USAID's ADS 201 on program cycle operational policy states that local ownership, including Indigenous people, is key for the sustainability and long-term success of development assistance. USAID actively seeks to improve the well-being of indigenous people through empowering local actors and strengthening local systems, including traditional ecological knowledge and evidence-based practices. The Contractor must contribute to USAID's objectives regarding indigenous people, and respond to emerging USAID's policy and frameworks related to indigenous people.

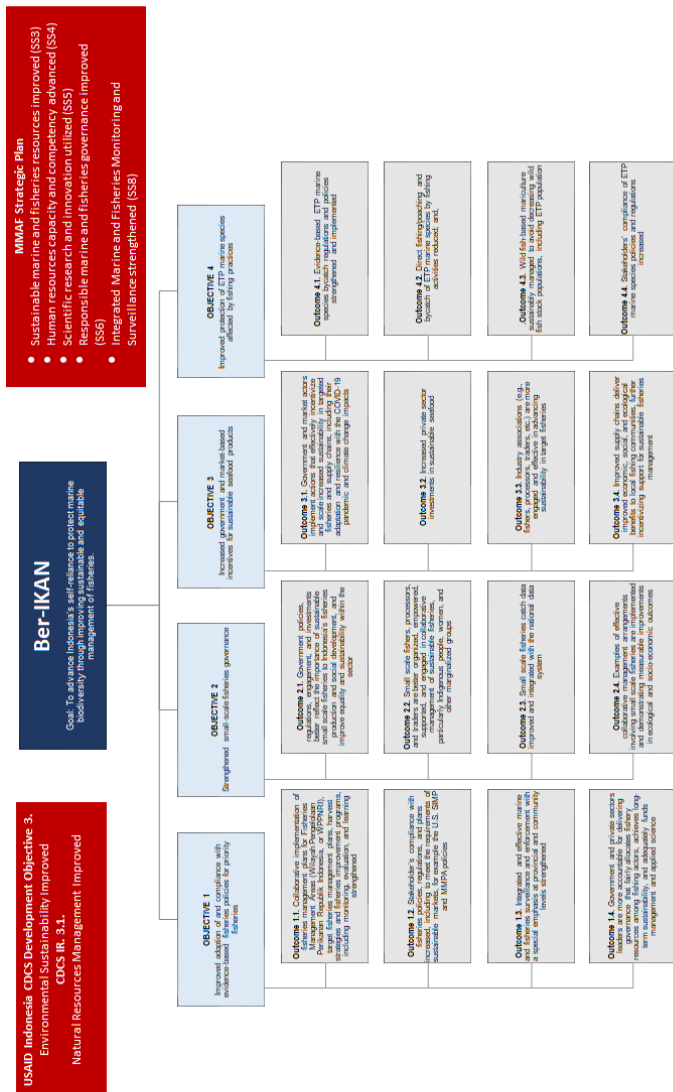
#### **J.1.G.12. Sustainability and Local Capacity Building**

The Activity will leverage local technical and financial resources within Indonesia to build lasting capacity and commitment for achieving Indonesia's development goals. Offerors should consider sustainability plans and exit strategies in the proposed interventions to ensure sustainability beyond the Activity's implementation period. The vision and steps to leave processes, products, and expertise positioned to advance self-reliance after the life of the project are key to achieving broader goals of the Government of Indonesia and USAID.

**Attachment 1. Situation Model**



## Attachment 2. Ber-IKAN Structure





### **Attachment 3. References**

**a. USAID Biodiversity Policy**

<https://www.usaid.gov/sites/default/files/documents/1865/USAID%20Biodiversity%20Policy%20-%20June%202015.pdf>

**b. USAID Biodiversitylinks**

<https://biodiversitylinks.org/>

**c. USAID SEA**

DEC:

<https://dec.usaid.gov/dec/search/FusionSearchResults.aspx?q=sustainable+ecosystems+advanced>

Google Drive:

<https://drive.google.com/drive/folders/13OnLpJO1sUG0tn568uxYsjR8r33P3DzH?usp=sharing>

**d. The MMAF regulations, information, and publications**

<https://kkp.go.id/>

**e. Indonesia Institute of Science (LIPI)**

National Data Center for Coastal Ecosystems:

[http://pusdata.oseanografi.lipi.go.id/](http://pusdata oseanografi.lipi.go.id/)

**[END OF ATTACHMENT J.1]**

## J.2 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) TEMPLATE

### QASP Template

#### NOTES ON USING THIS TEMPLATE:

This template has been developed to assist requiring activities with creating a Quality Assurance Surveillance Plan (QASP). The purpose of the QASP is to provide the Government and contractor with evaluation criteria that determines whether or not the performance standards for a specific contract have been met.

#### TO FINALIZE THIS DOCUMENT:

Complete as much development of the QASP as possible before contract award. Since the winning offeror; their key staff; and final performance standards are not known until after award, the QASP will remain in draft form until the contract is awarded. Upon contract award, you should complete this QASP and perform the following steps.

Remove this introductory instruction box and any other remaining instruction boxes throughout the document (click on the border of the box and press the Delete key on your keyboard).

Remove all '< >' markers. You should do this for each comment / explanation / instruction as you progress through this template. If not, using Word's FIND feature may make this task easier (Edit, Find).

Remove this introductory instruction box and any other remaining instruction boxes throughout the document (click on the border of the box and press the Delete key on your keyboard).

Remove all '< >' markers. You should do this for each comment / explanation / instruction as you progress through this template. If not, using Word's FIND feature may make this task easier (Edit, Find).

Remove all highlighting. Select your entire document (Edit, Select All). On the highlighting icon on your toolbar, click on the pull-down arrow and select 'None' to remove all highlighting.

Spell-check your document (Tools, Spelling and Grammar).

If your document is set to display 'Track Changes', **please accept all changes** before saving your final version.

Your document will be complete.

This template should be TAILORED to meet your specific requirements. Before proceeding, please select a unique file name and save the file on your computer. The following guidelines are provided for using this template:

Instructions, explanations, and comments are embedded throughout this template in two forms:

AND

< User input guidance looks like this. >

All instruction boxes and user input guidance must be removed before finalizing this document. To remove instruction boxes, click on the border of the box and press the 'Delete' key on your keyboard. Where user input guidance offers a choice or presents optional language, delete only those options that do not apply and remove the '< >' markers and **highlighting** from the applicable choices.

## QUALITY ASSURANCE SURVEILLANCE PLAN

For <enter contract title>  
Contract Number: < upon award, enter contract number>  
Contract Description: < enter contract description >  
Contractor's name: < upon award, enter contractor name > (hereafter referred to as the contractor).

### 1. PURPOSE.

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored.
- How monitoring will take place.
- Who will conduct the monitoring.
- How monitoring efforts and results will be documented.

This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations may occur.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

The following FAR clauses may apply depending on contract type:

52.246-5 Inspection of Services – Cost-Reimbursement

### 2. GOVERNMENT ROLES AND RESPONSIBILITIES.

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (CO) - The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is

ultimately responsible for the final determination of the adequacy of the contractor's performance.

Assigned CO: <enter name>

Organization or Agency: <enter organization or Agency name>

Telephone: <enter number>

Email: <enter address>

b. Contract Specialist - The Contract Specialist acts as an acquisition consultant and serves as the Acquisition and Assistance Office representative responsible for the administrative management of the contract.

Assigned Contract Specialist: <enter name>

Telephone: <enter number>

Email: <enter address>

c. Contracting Officer's Representative (COR) - The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COR shall keep a quality assurance file, and provide that file to the official Contract File maintained by the Contract Specialist. The COR serves as the Government's single point of contact for all issues arising under this contract; however, the COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. The COR will forward any issues outside of her/his authority, especially any changes that may affect contract price, terms, or conditions, to the Contract Specialist for action.

Assigned COR: <enter name>

Telephone: <enter number>

Email: <enter address>

c. Alternate Contracting Officer's Technical Representative – The alternate COR will act only in the absence of the COR.

Alternate COR: <enter name>

Telephone: <enter number>

Email: <enter address>

d. Other Key Government Personnel - <enter name or delete these lines if not applicable. This may include Performance Monitors, Inspectors, etc. who act on behalf of the COR to monitor performance.>

Title: <enter title>

Telephone: <enter number>

Email: <enter address>

### 3. CONTRACTOR REPRESENTATIVES:

The following employees of the contractor serve as the contractor's Chief of Party and Authorized Agent for this contract. The Chief of Party is the contractor's local representative and manages the technical performance of the contract, the contractor's Authorized Agent is the person authorized to negotiate changes in the contract and sign modifications.

a. Chief of Party - <upon award, enter name>

Telephone: <enter number>

Email: <enter address>

b. Contractors Authorized Agent - <upon award, enter name>

Telephone: <enter number>

Email: <enter address>

c. Other Contractor Personnel - <upon award, enter name or delete these lines if not applicable>

Title: <enter title>

Telephone: <enter number>

Email: <enter address>

### 4. PERFORMANCE STANDARDS.

Performance standards define desired services. The Government performs surveillance to determine if the contractor exceeds, meets or does not meet these standards.

The Performance Requirements Summary Matrix, paragraph <enter number> in the Performance Work Statement includes performance standards. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the Acceptable Quality Level (AQL).

<Insert matrix from the Performance Requirements section in the Performance Work Statement for this effort.>

### 5. INCENTIVES.

The Government shall use <insert award fee, incentive fee, past performance, or other method> as incentives. Incentives shall be based on exceeding, meeting, or not meeting performance standards. Information about incentives can be found in <insert section or paragraph> of the contract.

## 6. METHODS OF QA SURVEILLANCE.

Various methods exist to monitor performance. The COR shall use the surveillance methods listed below in the administration of this QASP.

Regardless of the surveillance method, the COR shall always contact the contractor's Chief of Party or on-site representative when a defect is identified and inform the manager of the specifics of the problem. The COR, with assistance from the project management team members, shall be responsible for monitoring the contractor's performance in meeting a specific performance standard/Acceptable Quality Level (AQL).

a. DIRECT OBSERVATION. (Can be performed periodically or through 100% surveillance.)  
<Insert performance standard(s) and frequency or delete this method.>

b. MANAGEMENT INFORMATION SYSTEMS (MIS). (Evaluates outputs through the use of management information reports. Best used for general surveillance and may need to be supplemented by periodic inspections.)  
<Insert performance standard(s) and frequency or delete this method.>

c. PERIODIC INSPECTION. (Uses a comprehensive evaluation of selected outputs. Inspections may be scheduled [Daily, Weekly, Monthly, Quarterly, or annually] or unscheduled, as required.)  
<Insert performance standard(s) and frequency or delete this method.>

d. USER SURVEY. (Combines elements of validated user complaints and random sampling. Random survey is conducted to solicit user satisfaction. Appropriate for high quantity activities that have historically been satisfactory. May also generate periodic and 100% inspections.)  
<Insert performance standard(s) and frequency or delete this method.>

e. VALIDATED USER/CUSTOMER COMPLAINTS. (Relies on the user of the service to identify deficiencies. Complaints are then investigated and validated. Highly applicable to services provided in quantity and where quality is highly subjective.)  
<Insert performance standard(s) and frequency or delete this method.>

f. 100% INSPECTION. (Evaluates all outputs. Most applicable to small quantity, but highly important services. May be used where there are written deliverables and stringent requirements such as tasks required by law, safety, or security.)  
<Insert performance standard(s) and frequency or delete this method.>

g. PERIODIC SAMPLING. (Variation of random sampling. However, a sample is only taken when a deficiency is suspected. Good follow-up to MIS analysis. Sample results are

applicable only for the specific work inspected. Since the sample is not entirely random, it cannot be applied to total activity performance.)

<Insert performance standard(s) and frequency or delete this method.>

h. RANDOM SAMPLING. (Designed to evaluate the outputs of the award requirement by randomly selecting and inspecting a statistically significant sample. Highly recommended for large quantity repetitive activities with objective and measurable quality attributes.)

<Insert performance standard(s) and frequency or delete this method.>

i. PROGRESS OR STATUS MEETINGS.

<Insert performance standard(s) and frequency or delete this method.>

j. ANALYSIS OF CONTRACTOR'S PROGRESS REPORTS. (Evaluate cost, schedule, etc.)

<Insert performance standard(s) and frequency or delete this method.>

k. PERFORMANCE REPORTING. (Evaluate metrics for a specific time period. Develop metrics or use metrics found in MIS.)

<Insert performance standard(s) and frequency or delete this method.>

Surveillance results may be used as the basis for actions (to include payment deductions) against the contractor. In such cases, the Inspection of Services clause in the Contract becomes the basis for the CO's actions.

## 8. RATINGS.

Metrics and methods are designed to determine if performance exceeds, meets, or does not meet a given standard and acceptable quality level. A rating scale shall be used to determine a positive, neutral, or negative outcome. The following ratings may be used:

<Insert Rating Scale -Example:

<b>Rating</b>	<b>Definition</b>
(a) Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
(b) Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the

	contractor were effective.
(c) Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
(d) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
(e) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

>

## 9. DOCUMENTING PERFORMANCE.

### a. ACCEPTABLE PERFORMANCE.

The Government shall document positive performance. A report template is attached. Any report may become a part of the supporting documentation for fixed fee payments, award fee payments, or other actions.

### b. UNACCEPTABLE PERFORMANCE.

When unacceptable performance occurs, the COR shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file.

When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the contractor's task manager or on-site representative. A CDR template is attached to this QASP.

The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the COR. The Government shall review the contractor's corrective action plan to determine acceptability.



Any CDRs may become a part of the supporting documentation for contract payment deductions, fixed fee deductions, award fee nonpayment, or other actions deemed necessary by the CO.

c. CPARS

Reporting of the contractor's performance will be done via the United States' Government Contractor Performance Assessment Rating System (CPARS). This system allows for The US Government to document performance and allows the contractor to respond and comment on the rating. CPARS will be completed on a yearly basis.

d. COMMUNICATION AND NOTIFICATIONS TO CONTRACTOR

Throughout the period of performance, the COR will be providing technical direction and facilitating approvals required by the contract. In addition, the CO or COR may provide notice via email or other written correspondence requesting corrective action per FAR Clause 52.246-5 "Inspection of Services. Cost-Reimbursement." This clause provides that the government may inspect and accept services performed under the contract and require corrective action if the services do not meet contract requirements. While the deliverables listed in the Surveillance Plan Matrix form the bases of this QASP, USAID may inspect and request corrections for any service or deliverable provided under the contract.

10. FREQUENCY OF MEASUREMENT.

a. Frequency of Measurement.

During contract/order performance, the COR shall take periodic measurements, <enter how often> as specified in the AQL column of the Performance Standards Summary Matrix, and shall analyze whether the negotiated frequency of measurement is appropriate for the work being performed.

b. Frequency of Performance Assessment Meetings.

The COR shall meet with the contractor <enter how often> to assess performance and shall provide a written assessment.

Prepared by: <Enter name>

---

Signature – Contracting Officer's Representative

**PERFORMANCE REPORT**

Performance Report No.

**1. CONTRACT NUMBER:** <insert number>

**2. Prepared by: (Name of COR)** <insert name>

**3. Date and time of observation:** <insert time/date>

**4. Observation:**

<Examples of items to include in a report are:

- Method of surveillance.
- How frequently you conducted surveillance.
- Surveillance results.
- Number of observations.>

\_\_\_\_\_  
Signature – Contracting Officer’s Representative

\_\_\_\_\_  
Date

**CONTRACT DISCREPANCY REPORT (CDR)**  
CDR No. \_\_\_\_\_

- 1. Contract Number:** <insert number>
- 2. TO:** (Contractor Chief of Party or on-site representative) <insert name>
- 3. FROM:** (Name of COR) <insert name>
- 4. Date and time observed discrepancy:**

**5. DISCREPANCY OR PROBLEM:**  
<Describe in detail. Identify any attachments.>

**6. Corrective action plan:**  
A written corrective action plan < is / is not > required.

< If a written corrective action plan is required include the following. > The written Corrective Action Plan will be provided to the undersigned not later than < # days after receipt of this CDR. >

Prepared by: <Enter COR's name>

\_\_\_\_\_  
Signature – Contracting Officer’s Representative \_\_\_\_\_  
Date

Received by:

\_\_\_\_\_  
Signature - Contractor Chief of Party or on-site representative \_\_\_\_\_  
Date

Corrective action plan submitted by COP to COR \_\_\_\_\_  
Date

Discrepancy or problem solved by the contractor and COP reported to COR \_\_\_\_\_  
Date

< The COR may initiate a CDR at any time, including whenever the number of monthly recorded defects for a performance standard exceeds the allowable number of defects; anytime unacceptable performance is determined critical in nature and requires formal corrective action; and whenever an unfavorable trend is detected in contractor performance.>

**[END OF ATTACHMENT J.2]**

**J.3 — CERTIFICATE OF CURRENT COST AND PRICING DATA**

This is to certify that, to the best of my knowledge and belief, cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_\*are accurate, complete and current as of \_\_\_\_\_\*\*.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Offeror and the Government that are part of the proposal.

FIRM \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE OF EXECUTION\*\*\* \_\_\_\_\_

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

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

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

**{END OF ATTACHMENT J.3}**

**J.4.3 SF LLL – DISCLOSURE OF LOBBYING ACTIVITIES**

This form is available at the following link:  
<https://www.usaid.gov/sites/default/files/sfillin.pdf>

**[END OF ATTACHMENT J.4.3]**

**J.5.4 BIODATA SHEET AID 1420-17**

Note: The Biodata Form is not required to be submitted with Offeror's proposal. This form may be requested at a later time and is available at the following link:

<https://www.usaid.gov/forms/aid-1420-17>

**[END OF ATTACHMENT J.5.4]**

**J.6.5 CONTRACTOR PAST PERFORMANCE INFORMATION**

<b>CONTRACTOR PAST PERFORMANCE REPORT INFORMATION</b>
<b>PART I : Contractor Information (to be completed by Prime)</b>
Name of Contracting Entity:
Contract Number:
Contract Type:
Period of Performance:
Scope of Work or Complexity/Diversity of Tasks:
Primary Locations of Work:
Contract Value (TEC): (if subcontract, subcontract value)
Problems: (if problems encountered on this contract, explain corrective action take)
Contracts: (Name, Telephone Number and Email address)
Contracting Officer:
Contracting Officer's Representative (COR):
Other:
Contractor:
Information Provided in Response to RFP No.:
<b>PART II : Performance Assessment (to be completed by Agency)</b>
Quality of product or service, including consistency in meeting goals and targets, and cooperation and effectiveness of the Prime in fixing problems. Comment:
Cost control, including forecasting as well as accuracy in financial reporting. Comment:
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 operation of tasks. Comment:
Customer satisfaction, including satisfactory business relationship to clients, initiation and management of several complex activities simultaneously, coordination among Sub-contractors and developing country partners, prompt and satisfactory correction of problems, and cooperative attitude in fixing problems. Comment:



Regulatory Compliance including compliance with all terms and conditions in the contract/order relating to applicable regulations and codes. Comment:
Utilization of Small Business including: efforts in achieving small business participation goals. Comment:

[Note: The actual dollar amount of subcontracts, if any, (awarded to the Prime) must be listed in Block 4 instead of the Total Estimated Cost (TEC) of the overall contract. In addition, a Prime may submit attachments to this past performance table if the spaces provided are inadequate; the evaluation factor(s) must be listed on any attachments.]

**[END OF ATTACHMENT J.6-5]**

**J.7.6 SAMPLE SMALL BUSINESS SUBCONTRACTING PLAN**

This form is available at the following link:

<https://www.usaid.gov/partnership-opportunities/small-business/subcontracting-template>

**[END OF ATTACHMENT J.7.6]**

## **J.8.7 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) Geographic code 937-- USAID's statutory procurement authority, **Section 604(a) of the FAA**, authorizes procurement "from the United States, recipient country or developing countries." Tracking that statutory authority, the Regulation establishes a presumptive USAID Principal Geographic Code, Code 937, for all USAID federally financed procurement of commodities and services under implementation instruments, unless otherwise specified.
- (e) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia\*, Malta, Moldova, Monaco, Mongolia, Montenegro\*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia\*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan\*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

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

**[END OF ATTACHMENT J.8.7]**

## **J.98 USAID/INDONESIA BRANDING IMPLEMENTATION AND MARKING PLANS GUIDANCE**

The Offeror must prepare a Branding Implementation Plan (BIP) and Marking Plan (MP) based on the Branding Strategy set forth in Section D, which sets forth the specific standards for branding and marking that apply. Generally, the BIP and MP outline 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 in delivering the message that “the assistance is from the American people” or provide an explanation if this message is not appropriate or possible. The BIP and MP will outline how to publicize the program, project, or activity in the host-country and a description of the communications tools to be used.

Additional guidance can be found online at [www.usaid.gov/branding](http://www.usaid.gov/branding) and ADS 558 Use of Social Media for Public Engagement.

The BIP and MP must comply with 2 CFR 700.16, AIDAR 752.7009, ADS 320, USAID Graphic Standard Manual, ADS 557 Public Information and ADS 558 Use of Social Media for Public Engagement. Additional guidance can be found online at [www.usaid.gov/branding](http://www.usaid.gov/branding). The BIP and MP must comply with the contractual requirements set forth in Sections D and H.

In developing the BIP and MP, Offerors are reminded that USAID policy is to require exclusive branding and marking in USAID direct acquisitions using any source of funds.

As stated in 320.3.2, USAID’s policy is that programs, projects, activities, public communications, or commodities implemented or delivered under contracts and subcontracts exclusively funded by USAID are marked exclusively with the USAID Identity. Where applicable, an Indonesian government symbol or ministry logo, or another U.S. Government logo may be added. “Exclusive Branding” means that the activity is positioned as USAID’s, as showcased by the program name (e.g., “USAID Local Governance Enabling Environment”).

Contractors and subcontractors' corporate identities or logos must not be used on USAID-funded program materials. Marking is not permitted on any communications that are strictly administrative, rather than programmatic, in nature. USAID identity is also prohibited on Contractor and recipient communications related to award administration, such as hiring/firing of staff or renting office space and/or equipment. Marking is not required on Contractor vehicles, offices, office supplies or other commodities used solely for administration of the USAID-funded program.

Studies, reports, publications, Websites, and all informational and promotional products

not authored, reviewed, or edited by USAID must contain a provision substantially as follows:

*This study/report/Website (specify) is made possible by the support of the American People through the United States Agency for International Development (USAID). The contents of this (specify) are the sole responsibility of (name of organization) and do not necessarily reflect the views of USAID or the United States Government.*

## **BRANDING IMPLEMENTATION PLAN (BIP) GUIDANCE**

USAID seeks a very high level of public visibility for this activity. The BIP must present a strategy on how the contractor will achieve this level of visibility.

The BIP must include the following:

### **Activity Name**

The name of the activity.

### **Activity Description**

Provide a basic description of the activity in simple language. Avoid jargon, abbreviations, and explain what the activity is doing, how it's accomplishing its objectives, and why the work is important.

### **Branding and Marking Objectives**

List the branding and marking objectives that complement and support the activity's programmatic and strategic communications objectives. These objectives should directly support the activity's development objectives which can range from increase of awareness, encourage behavior change, increase support through community mobilization, advocate adoption of best practices, etc.

### **Audiences**

List the activity's external audiences. The audiences are those who are the decision makers that are critical to achieving the activity's development objectives. In addition, people who influence those decision makers are also part of the key audiences.

Be specific and clear about your target audiences and user groups, and prioritize them according to importance and influence relative to your objectives. Don't just think about the 'usual suspects' and think beyond just the actual "recipients" of USAID's assistance.

### **Key Messages**

USAID uses a message triangle to consistently and coherently explain our work. The core

mission of our work belongs in the center of the triangle, the “what,” “how” and “why.” USAID’s message triangle can be found in the USAID Graphic Standard Manual and Partner Co-Branding Guide on page 4.

The contractor will create key messages using the USAID message triangle to explain the important work of the activity to its key audiences and how to position USAID and the message that this assistance is from the American People to them. The contractor must provide an explanation if this message is not appropriate or possible.

The message triangle must include a WHAT, HOW, and WHY statement as described below.

- a) **WHAT:** This is the problem we are working to solve and provides the reason why our goals are within reach. A successful “what” statement provides our audience with a reason to believe.
- b) **HOW:** Here we explain the method we will use to achieve our goals through our unique position as a USAID activity.
- c) **WHY:** The “why” message appeals to the common interest and values of our audiences. It should explain the reason why it's important for USAID to work in this area through the activity. It must connect to the audience's sense of reason and emotion, and it tells them why they should care.



### Communications Activities

The Plan will outline communication activities that are designed to achieve USAID’s branding and marketing objectives and the activity’s development and programmatic objectives. The activities should be in line to achieve a very high- level of public visibility through an array of communications activities, media coverage, and social media engagement.

Contractors should research what existing publications, online platforms, events, conferences, and information sources the contractor can tap into in order to reach the activity’s key audiences.

Communications activities can include but are not limited to: launching the program; online campaigns; community events; announcing research, reports or publications; email marketing; spotlighting trends in the sector; highlighting activity impact or beneficiaries stories; media briefings, contests; community awareness activities; and media visits to the activity sites.

This section should also outline the types of communications products that will be developed through this activity and how these tools will be used to publicize the activity in the host country. Such products can include but not limited to the following:

- Press releases;
- Press conferences;
- Media interviews;
- Site visits;
- Success stories;
- Testimonials from beneficiaries;
- Professional photography;
- Public Service Announcements (PSAs);
- Videos;
- Webcasts;
- E-invitations or group emails;
- Social media; and
- Other Internet activities, etc.

The anticipated communication activities and products to be utilized by the Contractor will be incorporated into the activity's annual work plan.

### **Milestones**

This section should outline key milestones or opportunities anticipated to generate awareness that the activity is from the American people. Such milestones can be linked to specific points in time, such as the beginning or end of a program, or to specific opportunities, such as the publication of research findings or program successes. Milestones can include, but are not limited to, the following:

- Launching the program;
- Announcing research findings;
- Publishing reports or studies;
- Spotlighting trends;
- Securing endorsements from ministries or local non-governmental organizations; and
- Communicating the impact/overall results of the program

### **Social Media Strategy**

USAID encourages the use of social media and online platforms to publicize the work of the

Agency, and to engage with development partners and learn from stakeholder communities in coordination with the existing media outreach and efforts of the USAID/Indonesia mission.

In accordance with ADS 558, the Offeror must prepare a complementary social media strategy that is incorporated in the BIP if social media is anticipated to be utilized.

### **Employee Roles and Responsibilities**

The BIP and MP plans must include specific guidance for staff with respect to their responsibilities for compliance. For example, employees who obtain business cards to identify themselves as associated with USAID must use the guidance in ADS 320 and, among other requirements, include “USAID Contractor” above their name. This serves to inform recipients of the business card that this individual is associated with USAID, but is not a Federal Employee and cannot represent USAID or perform inherently governmental functions. The BIP and MP might also include information about how this topic will be addressed during employee orientation. For example, employees might be advised to include “USAID Contractor” as a part of their “signature” for work-related emails, especially those sent under an USAID-provided email account. The Offeror’s employees placed with USAID should also be advised to discuss with their USAID point-of-contact the Branding and Marking practices of the USAID unit to which they are assigned to ensure consistent practices.

### **Success Criteria**

List the criteria that determine whether the BIP has successfully achieved the branding and marking objectives. These metrics will be incorporated into your monitoring and evaluation plan.

### **MARKING PLAN GUIDANCE**

The Marking Plan enumerates the public communications, commodities, and program materials and other items that visibly bear or will be marked with the USAID Identity in accordance with the requirements set forth in ADS 320.3.2.5 Requirements for Marking Plans for Contracts..

The contractor must provide the text that will be used to acknowledge USAID support on printed communication materials and products as well as the verbal acknowledgement of USAID at events.

The contractor must create a table and list the public communications materials and products that will bear the USAID identity. Deliverables to be marked include but are not limited to the following:

- Products, equipment and inputs delivered;



- Plaques, signs or banners for places where activities or technical assistance are carried out;
- External public communications such as media invitations, press releases, online success stories, beneficiary testimonials, professional photography, brochures, leaflets, and fact sheets;
- Public services announcements, videos, DVDs, CDs, posters, newsletters, publications, and mass distribution of electronic mail sent for program purposes;
- Studies, reports, research results, training manuals, workbooks, guides, and evaluations;
- Letterhead used for program-related purposes (Invitations to workshops, trainings, seminars, public events, etc.), as opposed to contractor administrative purposes;
- PowerPoint or program related presentations;
- Newspaper supplements, advertisements, and other paid placements; and
- Signs and banners at public events such as press conferences, briefings, seminars, exhibitions, workshops, conferences, fairs, and trainings.

The MP must specifically address the following contract deliverables or performance requirements, as applicable:

- Grants under contracts (GUC): While prime contracts are exclusively branded and marked with the USAID Identity, grants under contract, when authorized in accordance with ADS 302, USAID Direct Contracting, must be branded and marked like grants. In short, GUCs follow the same rules for branding and marking rules as assistance awards. This means that while a contractor may not use its logo or identity on project deliverables, the non-governmental organization (NGO), local government entity, or other local partner that is a recipient of a GUC may use its logo or other identity to “co-brand” and “co-mark” (see Section 320.3.3). The contractor is responsible for including requirements for branding and marking for these grants in its Branding Implementation Plan and Marking Plan, as part of its overall responsibility for managing grants under its contract.
- USAID reserves the right to request pre-production review of USAID-funded public communications and program materials for compliance with USAID’s graphic standards and the approved Marking Plan.
- USAID reserves the right to provide guidance on USAID-funded social media communications which must be in compliance with ADS 558, Use of Social Media for Public Engagement.

The Marking Plan may include requests for exceptions to marking requirements, which may be approved by the CO. As noted in Section D, exceptions are rare. Section ADS

320.3.2.5 lists the exceptions to Marking Plan requirements.

**[END OF ATTACHMENT J.9-8]**

**[END OF SECTION J]**

## **PART IV – REPRESENTATION AND INSTRUCTIONS**

### **SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

The representation and certifications submitted under this solicitation (“Prevent”) are applicable to this Contract and any resultant subcontract unless updates are provided by the Contractor.

#### **K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section I of this solicitation. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a clause.

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
	<b>FEDERAL ACQUISITION REGULATION 48 CFR Chapter 1</b>	
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS - REPRESENTATION	JAN 2017
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014

#### **K.2 FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN:

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.3 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541 -- Professional, Scientific; and Technical Services/541611 -- Administrative Management and General Management Consulting Services

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

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

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) 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 (d) applies.

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

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]



- \_\_\_ (i) 52.204-17, Ownership or Control of Offeror.
- \_\_\_ (ii) 52.204-20, Predecessor of Offeror.
- \_\_\_ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- \_\_\_ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.
- \_\_\_ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- \_\_\_ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
- \_\_\_ (vii) 52.227-6, Royalty Information.
  - \_\_\_ (A) Basic.
  - \_\_\_ (B) Alternate I.
- \_\_\_ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

**K.4 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2020)**

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 the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

(1)  Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of  
Cognizant ACO or Federal Official Where Filed:

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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:

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

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

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

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

## II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 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 paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes

No

## **K.5 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.6 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.7 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS**

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

\_\_\_\_\_  
\_\_\_\_\_

**K.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. \_\_\_\_\_  
DUNS No. \_\_\_\_\_  
Date of Offer \_\_\_\_\_  
Name of Offeror \_\_\_\_\_  
Typed Name and Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

**K.9 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)**

(a) *Definitions.* As used in this provision—

*Administrative proceeding* means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed

Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

*Federal contracts and grants with total value greater than \$10,000,000 means—*

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

*Principal* means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror  has  does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see [52.204-7](#)).

**K.10 FAR 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (OCT 2020)**

(a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating Trafficking in Persons" (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that-

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

(2) Has an estimated value that exceeds \$550,000.

(c) The certification shall state that-

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either-

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its

proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

**K.11 FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data



traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision,

the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment

and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

#### **K.12 FAR 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)**

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) (1) Representation. The Offeror represents that it  does,  does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it  does,  does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

**[END OF SECTION K]**

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

### L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are 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 <http://acquisition.gov/far/index.html> for electronic access to the full text of a clause.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
	<b>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)</b>	
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	(JUL 2013)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	(FEB 1999)
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	(JUL 2013)

### L.2 FAR 52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (JAN 2017)

**(a) Definitions.** As used in this provision—

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

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

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

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

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

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

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

- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offeror using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
- (2) The first page of the proposal must show—
  - (i) The solicitation number;
  - (ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);
  - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
  - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror’s behalf with the Government in connection with this solicitation; and
  - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
  - (i) Offeror is responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by

the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 2:00 p.m., local time, for the designated Government office on the date that proposal or revision is due.

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

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 2:00 p.m. one working day prior to the date specified for receipt of proposals; or

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions

specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

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

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

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

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

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

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

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

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

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

**(f) Contract Award**

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

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

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

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

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

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

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

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



Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

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

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

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

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

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

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

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

### **L.3 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

### **L.4 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

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

Contracting Officer, USAID/Indonesia, e-mail: proposals-indo@usaid.gov (hardcopy submission is not required). A copy of any protest shall also be provided to:

William Buckhold  
GC/LE, RM#6.06-071 RRB  
1300 Pennsylvania Ave, NW  
Washington DC 20523  
Email: wbuckhold@usaid.gov  
Ph: 202-216-3058  
Fax Number: 202-216-3058

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

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

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

**L.6 AIDAR 752.252-1 AIDAR SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (MAR 2015)**

This solicitation incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of all AIDAR solicitation provisions is contained in the Code of Federal Regulations (CFR) located at 48 CFR chapter 7.

**L.7 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

- (a) Offerors must submit all proposals electronically for this solicitation. Hand delivered proposals (including commercial courier) and facsimile transmission will not be accepted.
- (b) Offerors must limit the size of its attachments to 25MB per e-mail.
- (c) The information below must be clearly marked on the cover page of the proposals:

**USAID Indonesia Collaborative Fisheries Management or *Bersama Kelola Perikanan (Ber-IKAN)***  
**RFP/SOL No. 72049721R00004**

(d) Offerors must submit proposals in two volumes, including one separate : Volume I, Technical Proposal, including Past Performance, and Volume II, Cost/Business Proposal. No cost information must be presented in the Technical Proposal. Annex for Contractor Past Performance Information must be submitted separately, as instructed below in Section L.7(e).

For Technical Proposal, acceptable file formats are Microsoft Word (.DOC) and Adobe Acrobat (.PDF). For Cost/Business Proposal, acceptable file formats are Microsoft Excel (.XLS) and Adobe Acrobat (.PDF). The Cost Proposal in .PDF must be accompanied with unprotected .XLS format and must present the formulas used to calculate data (the same requirement to include subcontractor's spreadsheets).

Each e-mail must contain subject line, which clearly indicates the name of the Offeror and the solicitation number as follows:

**[Offeror Name] - RFP/SOL No.72049721R00004- [Technical/Cost Proposal] – [1 of xx].**

The address for submission of Technical and Cost Proposals is [proposals-indo@usaid.gov](mailto:proposals-indo@usaid.gov).

(e) Offerors must submit Annex of the Technical Proposal, consisting of Contractor Past Performance Information (as discussed under Section L 8.4, at least one week prior to the closing date indicated in the cover letter of this solicitation. This advanced submission will provide adequate lead time for the Government to retrieve Contractor Performance Assessment Reports (CPARs) from the CPARS system and verify the point-of-contacts (references). No outside parties will be contacted prior to the receipt of proposals.

For Annex, Offerors must use the Contractor Past Performance Information Form as provided in Attachment J.6 of the solicitation.

For Past Performance Information, acceptable file formats are Microsoft Word (.DOC) and Adobe Acrobat (.PDF).

Each e-mail must contain subject line, which clearly indicates the name of the Offeror and the solicitation number as follows:

**[Offeror Name] - RFP/SOL No. 72049721R00004 - Past Performance Information – [1 of xx].**

The address for submission of Past Performance Information is [proposals-indo@usaid.gov](mailto:proposals-indo@usaid.gov).

- (f) Offerors will receive a confirmation of proposal submission via e-mail.
- (g) All electronic submissions in response to this solicitation shall be due no later than the date indicated in the cover letter of this solicitation. Offerors are responsible for ensuring timely delivery of proposals. Proposals that are submitted after that date and time will not be considered in the review process.
- (h) Offerors must indicate the duration of the validity of their offer in Box 12 of the submitted SF-33 Form. The Government recommends to include at least nine months of validity from the submission date to allow sufficient time to evaluate proposals and complete negotiations.
- (i) Proposals should be specific, complete, and concise. Offerors are encouraged to examine this solicitation in its entirety and to assure that its proposal contains all the necessary information, provides all required documentation and is complete in all respects since evaluation of the proposal will be based on the actual material presented and not on the basis of what is implied.
- (j) Questions in response to this solicitation must be submitted in writing to [proposals-  
indo@usaid.gov](mailto:proposals-indo@usaid.gov) by the date set forth in the cover letter of this solicitation. It is the Contracting Officer's discretion to provide response to questions received after the deadline.

## **L.8 TECHNICAL PROPOSAL INSTRUCTIONS**

- (a) The Technical Proposal is limited to 25 pages (consisting of Technical Approach, Management Approach and Past Performance sections only). This limitation does not include the cover letter, **optional executive summary**, table of contents, acronym list, and annexes. A page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides, using not smaller than 12-point type. In addition, 8-point type is acceptable for graphics and tables provided that it is legible. Number each page consecutively. A page in the Technical Proposal that contains a table, chart, graph, etc. is subject to the page limitation. Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government. If revised proposals are requested, separate page limitations may be specified in the Government's request for that submission.
- (b) The Technical Proposal must follow the order of components as listed and described below:
  - (1) Technical Approach
    - (a) Technical Approach
    - (b) Sustainability Plan and Exit Strategy
  - (2) Management Approach
    - (a) Management and Staffing Plan

(3) Past Performance

(a) Past Performance Summary

(4) Annexes (not included in the page limitation)

- Annex A: Performance Work Statement
- Annex B: Organizational Chart
- Annex C: Table of Management Positions with Qualifications
- Annex D: Contractor Past Performance Information\*
- Annex E: Past Performance in Using Small Business Concerns
- Annex F: Small Business Subcontracting Plan
- Annex G: Preliminary Branding Implementation and Marking Plan

\*Note, refer to separate submission instructions in Section L.7(e).

**L.8.1 Cover Letter and Executive Summary**

The Cover Letter must include: (1) the name of the offeror, (2) name of any consortium members/major subcontractors/partnerships, (3) name, title and signature of the Offeror's authorized representative, (4) date of submission, (5) validity of proposals, and (6) the Offeror's DUNS.

Applicants may include an optional Executive Summary that provides a high-level overview of key elements of the technical approach. The Cover Letter and Executive Summary will not count toward the technical proposal's 25-page limit.

**L.8.2 Technical Approach (see section M.3.1)**

Based on the Statement of Objectives provided in Section J.1. of this solicitation, Offerors must propose: (a) Performance Work Statement of what results they expect to achieve, and (b) Technical Approach of how they will achieve these results in furtherance of the Activity's Goal and Objectives described in the Statement of Objectives in Section J.1. of this solicitation. Specifically, Offerors must provide the following:

- (a) A Performance Work Statement (PWS) defining the Activity's Objectives and Anticipated Outcomes provided in Section J.1.E, in terms of expected results, performance standards, and performance assessment methods. Offerors must propose a set of expected results that must be accomplished to achieve each of the anticipated outcomes of the Activity. Offerors should include key assumptions in order to achieve each of the expected results, and the technical approaches proposed by Offeror should be attributable to these expected results. However, the PWS should not discuss the Offeror's technical approach, including discrete tasks and interventions, as this is reserved for discussion in the Offeror's Technical Approach (see below). Following the expected results, Offerors must propose performance standards in clear, specific and objective terms with illustrative quantitative measures, specifying when or how the expected results have been achieved. Following the performance standards, Offerors may include performance assessment methods for monitoring each performance standard.

These performance assessment measures will inform the Quality Assurance Surveillance Plan (see Section F.5.3, Reports and Deliverables). **Note:** The PWS will be included as contract requirements under the resulting Contract. The expected results, performance standards and assessment methods will be further developed through the collaborative start-up workshop held after award based on best practices in using the Conservation Standards at USAID<sup>20</sup>.

Overall, the PWS should follow the logical framework below:

<b>Activity Objective 1</b>
Anticipated Outcome 1.1
Expected Result 1.1.1 [...]
Performance Standard 1.1.1.1 [...]
Anticipated Outcome 1.2
Expected Result 1.2.1 [...]
Performance Standard 1.2.1.1 [...]
Anticipated Outcome 1.3
Expected Result 1.3.1 [...]
Performance Standard 1.3.1.1 [...]
Anticipated Outcome 1.4
Expected Result 1.4.1 [...]
Performance Standard 1.4.1.1 [...]
<b>Activity Objective 2</b>
Anticipated Outcome 2.1
Expected Result 2.1.1 [...]
Performance Standard 2.1.1.1 [...]
Anticipated Outcome 2.2
Expected Result 2.2.1 [...]
Performance Standard 2.2.1.1 [...]
Anticipated Outcome 2.3
Expected Result 2.3.1 [...]
Performance Standard 2.3.1.1 [...]
Anticipated Outcome 2.4
Expected Result 2.4.1 [...]
Performance Standard 2.4.1.1 [...]
<b>Activity Objective 3</b>
Anticipated Outcome 3.1
Expected Result 3.1.1 [...]
Performance Standard 3.1.1.1 [...]
Anticipated Outcome 3.2
Expected Result 3.2.1 [...]
Performance Standard 3.2.1.1 [...]

<sup>20</sup> See the [Biodiversity How-To Guide](#) and [Biodiversity Supplemental Guide 4 - Section 3.4](#) for more information regarding best practices.

Anticipated Outcome 3.3
Expected Result 3.3.1 [...]
Performance Standard 3.3.1.1 [...]
Anticipated Outcome 3.4
Expected Result 3.4.1 [...]
Performance Standard 3.4.1.1 [...]
<b>Activity Objective 4</b>
Anticipated Outcome 4.1
Expected Result 4.1.1 [...]
Performance Standard 4.1.1.1 [...]
Anticipated Outcome 4.2
Expected Result 4.2.1 [...]
Performance Standard 4.2.1.1 [...]
Anticipated Outcome 4.3
Expected Result 4.3.1 [...]
Performance Standard 4.3.1.1 [...]
Anticipated Outcome 4.4
Expected Result 4.4.1 [...]
Performance Standard 4.4.1.1 [...]

Note: [...] connotes a continuation of the logical framework in which Offeror may propose any number of expected results and/or performance standards under the anticipated outcome.

It will be an Annex to the Technical Proposal and is not included in the page limitation.

(b) A Technical Approach describing the proposed strategic approach to achieve the Goal, Objectives, and Outcomes of the Activity, as well as support the proposed PWS. In Part 1 of the Technical Approach, Offerors must describe the proposed approach and methodology to address the development hypothesis of the Activity. In support of the proposed approach and methodology, Offerors must propose what key interventions are to be undertaken and how these key interventions are intended to result in the expected results of the proposed PWS and anticipated outcomes for the Activity. Importantly, Offerors must fully integrate the Guiding Principles provided in Section J.1.G throughout the proposed approach and interventions.

In Part 2 of the Technical Approach, Offerors must include a summary of a Sustainability Plan and Exit Strategy (refer to Section J.1.G - Guiding Principles, J.1.G.12. - Sustainability and Local Capacity Building). Offerors must describe how indicators and targets will be used to track progress on capacity and commitment for targeted audiences. Specifically, Offerors must propose final targets for specific indicators provided below.

The mandatory standard indicators include:

- EG.10.2 Biodiversity** (associated sub indicators: coastal-marine, wildlife trafficking, and IUU fishing).
- EG.10.2-2 Number of hectares of biologically significant areas under improved natural resource management as a result of USG assistance
- EG.10.2-3 Number of people with improved economic benefits derived from sustainable natural resource management and/or biodiversity conservation as a result of USG assistance
- EG.10.2-4 Number of people trained in sustainable natural resources management and/or biodiversity conservation as a result of USG assistance
- EG.10.2-5 Number of laws, policies, or regulations that address biodiversity conservation and/or other environmental themes officially proposed, adopted or implemented as a result of USG assistance
- EG.10.2-6 Number of people that apply improved conservation law enforcement practices, as a result of USG assistance

Some or all of the following standard indicators may also be selected, as appropriate:

- DR.4 Civil Society** (specific focus on women and indigenous people's group)
- DR.4-1 Number of USG-supported activities designed to promote or strengthen the civic participation of women
- DR.4.2-2 Number of CSOs receiving USG Assistance engaged in advocacy interventions
- STIR 1 Science, Technology and Innovation / Research**
- STIR-11 Number of innovations supported through USG assistance with demonstrated uptake by the public and/or private sector
- EG. 5 Private Sector Productivity**
- EG 5.2-2 Number of private sector firms that have improved management practices or technologies as a result of USG assistance
- EG.3.2 Number of individuals participating in USG food security programs**
- EG.3.2-24b Management practice or technology type: Wild-caught fisheries management
- EG.11 Climate Change - Adaptation**
- EG.11-5 Number of people supported by the USG to adapt to the effects of climate change
- GDR Gender**
- GDR 8 Number of persons trained with USG assistance to advance outcomes consistent with gender equality or female empowerment through their roles in public or private sector institutions or organizations

Further, Offerors must describe how the proposed final targets for these indicators contribute to goals and objectives of the GOI, for example within [the Ministry of Marine Affairs 2020-2024 Strategic Plan](#), the Sustainable Development Goals, and sectoral goals/objectives as relevant.

Note: The Technical Approach will not be included in the resulting Contract but will inform reports and deliverables after award.



### **L.8.3 Management Approach (see section M.3.2)**

Offerors must propose a Management Approach of how they will implement the proposed Technical Approach. Specifically, Offerors must provide the following:

(a) A Management and Staffing Plan proposing a core management and staffing structure for the Activity. The core management team should possess the technical competence and strategic management skills to manage the project, and supplement that team as needed with technical specialists. The staffing structure should describe how the proposed combination of management, long-term staff, and short-term technical assistance will collectively possess the requisite technical and management expertise, skills and capabilities to effectively implement the proposed Technical Approach. Additionally, Offerors may propose requisite consortia, partnerships, subcontracting arrangements and other relationships necessary to implement the Technical Approach. If so, Offerors should explain how they will manage the proposed arrangement to foster a single unified identity under the Activity.

Other key considerations include the following: maximizing use of local staff (with additional considerations of gender balance); integrating capacity building of relevant local stakeholders into activity implementation; integrating gender equality and inclusive development throughout activity implementation; and measures to ensure collaborative learning and adaptive management are fully integrated throughout activity implementation.

(b) An Organizational Chart displaying the Activity's organizational structure and office(s) with lines of authority, and general descriptions for all home office and field employees. It will be used as a reference for the Management and Staffing Plan. It will be an Annex to the Technical Proposal and is not included in the page limitation.

(c) A Table of Management Positions with Qualifications displaying minimum (required) and preferred qualifications/attributes to determine qualified candidates for the core management positions proposed in the Management and Staffing Plan. This table may include strategic and technical positions that are critical to implementing the proposed Technical Approach. It will be an Annex to the Technical Proposal and is not included in the page limitation.

Offerors must not submit candidates (actual or illustrative) for the proposed core management positions in the Technical Proposal. After submission of proposals, the Government will assess proposed core management positions to determine up to four (4) key personnel positions. Subject to approval by USAID, the qualifications for the selected key personnel positions will be included in Section F.4 the Contract.

After award of the Contract, the Contractor will propose qualified candidates for key personnel positions, subject to the review and approval of the Contracting Officer in accordance with Section F.4. The Contractor will provide a Statement of Qualifications (SOQ) for all proposed

key personnel describing how the candidate meets or exceeds the qualifications of the proposed position. SOQs include items normally associated with CVs or resumes, including but not limited to information such as work experience, references, language capability, and progressive levels of responsibilities.

#### **L.8.4 Contractor Performance Information (See Section M.3.3)**

(a) Offerors must provide a Past Performance Summary, based the Contractor Past Performance Information and Past Performance in Using Small Business Concerns, which briefly describes the following: (i) past performance in projects of similar scope, size, complexity and geographic location; (ii) past performance in the use of SB concerns; and (iii) any applicable issues listed below in this section. It will part of the Technical Proposal and is included in the page limitation.

(1) If extraordinary problems impacted any of the referenced contracts, Offerors should provide a short explanation and the corrective action taken (FAR 15.305(a)(2)(ii)).

(2) Offerors should describe any quality awards or certifications that indicate exceptional capacity to provide services for efforts similar to the work in the subject proposal.

(b) Offerors (including all partners of a joint venture) must provide Past Performance Information for itself, the contractor teaming arrangements, if any, and each major subcontractor (one whose proposed cost exceeds 20% of the Offeror's total proposed cost, and any other subcontractor who the offeror deems as critical to the execution of the Technical Approach) in accordance with the following:

(1) List in an Annex to the Technical Proposal up to five (5) of the most recent and relevant contracts for efforts similar to the work in the subject proposal. The most relevant indicators of performance are contracts of similar contract type, location of work performed, skills and expertise required and nature of the business area(s) involved. Recent past performance is defined as within the past five (5) years. Offerors must use the Contractor Past Performance Information Form provided in Section J of the solicitation to present past performance information for each contract listed.

*Note:* This Annex must be submitted in advance of proposal in accordance with Section L.7(e) and is not included in the page limitation.

(2) For all contracts listed above that are not in CPARS, Offerors must provide a list of contract(s) with contact information (including Contracting Officer/Contracting

Officer's Representative name, job title, mailing address, phone number, and email address), and description of the performance to include:

- Scope of work, or complexity/diversity of tasks;
- Primary location(s) of work;
- Period of performance;
- Total contract value; and
- Contract type (i.e., fixed-price, cost reimbursement, etc.)

(c) Offerors who are not small business concerns must provide Past Performance in Using Small Business (SB) Concerns (as defined in FAR 19.001). It will be an Annex to the Technical Proposal and is not included in the page limitation.

(1) As part of the evaluation of performance in Section M.2.3 of this solicitation, the Government will evaluate the extent Offerors used and promoted the use of SB concerns under current and prior contracts. The evaluation will assess the extent SB concerns participated in these contracts relative to the size and value of the contracts, the complexity and variety of the work SB concerns performed, and compliance with your SB subcontracting plan or other similar SB incentive programs set out in your contract(s).

(2) In order for the Government to fully and fairly evaluate performance in this area, Offerors who are not SB concerns must do the following:

(A) Provide a narrative summary of Offeror's use of SB concerns over the past five (5) years. Specifically, the Offeror should describe how it utilizes small businesses (as subcontractors, as joint venture partners, through other teaming arrangements, etc.); explains the nature of the work SB performed (e.g., substantive technical professional services, administrative support, logistics support, etc.); and describes the extent of Offeror's compliance with their SB subcontracting plans or other similar SB incentive programs set out in contract(s) and explain any mitigating circumstances if goals were not Achieved.

(B) To supplement the narrative summary, provide a list of the recent five (5) contracts for which you submitted subcontract reports to eSRS (FAR 52.219-9(d)(10) and a copy of any similarly recent subcontract reports if they were not submitted to eSRS.

(C) Provide the names and addresses of three SB concerns that the Government may contact for their assessment of Offeror's 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, title, phone

number, and email address for each. There is no specific form for the SB concerns.

## **L.9 COST PROPOSAL INSTRUCTIONS**

(a) There is no page limitation for the Cost Proposal. The Cost Proposal must be submitted as a separate electronic file from the Technical Proposal. Offerors must provide the necessary detail and supporting information to address the solicitation requirement and to allow a complete analysis of each line item cost. Provide workable (Excel) detailed budget (breakdown) with narratives explaining the basis for the estimate for each category of cost in sufficient detail to facilitate determination of cost reasonableness. Certified cost or pricing data is not required for this proposal.

(b) In preparing the Cost Proposal, Offerors must note that any major subcontractors must include the same cost element breakdowns in their budgets as applicable. A “major subcontractor” is considered one whose proposed cost exceeds 20% of the Offeror’s total proposed cost and any other subcontractor who the offeror deems as critical to the execution of the Technical Approach.

(c) Offerors must apply a uniform currency exchange rate of 1 U.S. Dollar equivalent to Indonesian Rupiah (Rp) 14,500 for all budget assumptions.

(d) The Cost Proposal must follow the order of components as listed and described below:

- (1) Standard Form (SF) 33
- (2) Proposed Costs
- (3) Representations, Certifications, and Other Statements of Offerors
- (4) Policies and Procedures
- (5) Subcontractors Information
- (6) Evidence of Responsibility
- (7) **Small Business Subcontracting Plan**

### **L.9.1 Part 1 - Standard Form (SF) 33**

Offerors must submit Section A of this solicitation (Standard Form (SF) 33, "Solicitation, Offer, and Award"), with Blocks 12 through 18 completed, with the **original** signature of a person authorized on behalf of the Offeror to sign the offer.

### **L.9.2 Part 2 - Proposed Costs**

(a) A summary budget for the prime and all subcontractors must be presented using the format below.

<b>Contract Line Items</b>	<b>Total (\$)</b>
<b>CLIN 0001 : Objective 1</b>	
Direct Costs	[TBD]
Indirect Costs	[TBD]
Fixed Fee	[TBD]
Sub-Total Estimated Cost Plus Fixed Fee for CLIN 0001	[TBD]
<b>CLIN 0002 : Objective 2</b>	
Direct Costs	[TBD]
Indirect Costs	[TBD]
Fixed Fee	[TBD]
Sub-Total Estimated Cost Plus Fixed Fee for CLIN 0002	[TBD]
<b>CLIN 0003 : Objective 3</b>	
Direct Costs	[TBD]
Indirect Costs	[TBD]
Fixed Fee	[TBD]
Sub-Total Estimated Cost Plus Fixed Fee for CLIN 0003	[TBD]
<b>CLIN 0004 : Objective 4</b>	
Direct Costs	[TBD]
Indirect Costs	[TBD]
Fixed Fee	[TBD]
Sub-Total Estimated Cost Plus Fixed Fee for CLIN 0004	[TBD]
<b>CLIN 0005 : Grant Under Contract</b>	
Grants under Contract	[TBD]
Sub-Total Estimated Cost Plus Fixed Fee for CLIN 0005	[TBD]
<b>Total Estimated Cost Plus Fixed Fee</b>	[TBD]

(b) Detailed budget breakdowns for each year of the contract using the format below and including a detailed description that identifies each cost element and addresses why these costs are considered realistic. The same cost element breakdowns should be used for individual subcontract budgets as applicable.

<b>Cost Category</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total</b>
	<b>(\$)</b>	<b>(\$)</b>	<b>(\$)</b>	<b>(\$)</b>	<b>(\$)</b>	<b>(\$)</b>
<b>Objective 1: Improved adoption of and compliance with evidence-based fisheries policies for priority fisheries</b>						
Salaries and Wages						
Fringe Benefits						
Allowances						
Consultants						

Travel, Transportation, and Per Diem						
Equipment and Supplies						
Other Direct Costs						
Subcontract/Contractual						
Indirect Costs						
Total Estimated Cost Obj 1						
Fixed Fee for Objective 1						
<b>Objective 2: Improved Small-Scale Fisheries Governance</b>						
Salaries and Wages						
Fringe Benefits						
Allowances						
Consultants						
Travel, Transportation, and Per Diem						
Equipment and Supplies						
Other Direct Costs						
Subcontract/Contractual						
Indirect Costs						
Total Estimated Cost Obj 2						
Fixed Fee for Objective 2						
<b>Objective 3: Increased Government and Market-Based Incentives for Sustainable Seafood Products</b>						
Salaries and Wages						
Fringe Benefits						
Allowances						
Consultants						
Travel, Transportation, and Per Diem						
Equipment and Supplies						
Other Direct Costs						
Subcontract/Contractual						
Indirect Costs						
Total Estimated Cost Obj 3						
Fixed Fee for Objective 3						
<b>Objective 4: Improved Protection of ETP Marine Species Affected by Fishing Practices</b>						
Salaries and Wages						
Fringe Benefits						
Allowances						

Consultants						
Travel, Transportation, and Per Diem						
Equipment and Supplies						
Other Direct Costs						
Subcontract/Contractual						
Indirect Costs						
Total Estimated Cost Obj 4						
Fixed Fee for Objective 4						
<b>Objective 5: Grants Under Contracts (GUC)</b>						
GUC Amount						
<b>Total Estimated Cost-Plus Fixed Fee</b>						

(c) Budget narrative and supporting information. This should include the estimated cost elements at a detailed level, plus a description to the basis of estimated costs. The supporting cost information should be provided in sufficient detail to allow complete cost realism, allowability, and reasonableness analyses of the proposal. A description of what types of costs are included in each summary budget element should be included. For instance, "allowances" may include post differential, cost of living, housing, education or other allowances budgeted for long-term advisors and their dependents. The rationale for the proposed fee should be described. Subcontracts, in particular those that include advisors, must be broken out in similar cost detail. The budget narrative should thoroughly explain the estimating methodology used to calculate the budget and any assumptions that may be made by the offeror over and above the ones stated in this solicitation that had a material effect on the resulting proposed cost. Offerors must clearly explain the basis of costs, meaning why and how offerors are costing out certain figures for item or service, to establish reasonableness of costs. Provide a clear and thorough explanation for each budgeted line item, reflecting either number or quantity.

The following is the minimum information required in the budget narrative:

1. **Salaries and Wages.** Labor salary and wages should be proposed in accordance with the Offeror's personnel policies and must meet the regulatory requirements. Unit costs for each proposed position, key or not, should be expressed in an amount per work day with the corresponding level of effort required for the position (number of work days) and then calculated to a total cost for each cost period where the salary would be applicable. The total number of work days in a year should be no more than 260 days.

No unburdened base daily rate may exceed the current USAID Contractor Salary Threshold (CST), as described in ADS 302.3.6.9. Daily rates for all proposed position should be based on the prevailing compensation paid to personnel performing

comparable work in the cooperating country, as opposed applying negotiated daily rates of an actual or illustrative candidate. Specifically, per AIDAR 722.170(b), compensation paid to Third Country Nationals (TCN) and Cooperating Country Nationals (CCN) may not exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country. **as determined by the USAID Mission, without prior approval of the Mission Director or the Assistant Administrator having program responsibility of the project. Offerors should submit a request for a waiver with the cost proposal for any proposed TCN LTTA employees, if applicable.**

The following provides the U.S. Embassy in Indonesia local compensation plan rates as an additional source of guidance to determining appropriate rates:

Position Level	Annual Salary (IDR)	
	Minimum (IDR)	Maximum (IDR)
Senior Level Technical	417,864,426	883,806,608
Mid-Level Technical	239,089,433	524,389,886
Junior Level Technical	104,673,040	297,415,504
Administrative/Support	88,437,980	141,500,770

2. **Fringe Benefits.** FAR 31.205-6 provides for allowances and services provided by the Offeror to its employees as compensation in addition to regular wages and salaries. If 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 must be provided for both international and CCN staff.

Note: For your guidance, the benefits and allowances authorized by the U.S. Embassy for its CCN employees are: Lebaran bonus (13th month salary), Indonesian Healthcare and Social Security. Transportation allowance is not authorized.

3. **Allowances.** AIDAR 752.7028 provides for differentials and allowances with further references to Standardized Regulations. For example, allowances must be broken down by specific type and by person, and must be in accordance with Contractor’s policies and these regulations.
4. **Consultants.** FAR 31.205-33 provides for services rendered by persons who are members of a particular profession or possess a special skill and who are not officers or employees of the Offeror. For example, costs of consultants must be broken down by person years, months, days or hours.
5. **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 must be broken down by the number of trips, domestic and international, cost per trip, per diem and other related travel costs.

6. **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 Offeror, Offeror's use and management of Government property, and reporting, redistributing, and disposing of inventory. For example, costs must be broken down by types and units, and include an analysis that it is more advantageous to purchase than lease. Due to current circumstances related to purchasing motor vehicles, Offeror is requested to consider leasing/rental rather than purchase.
7. **Other Direct Costs.** FAR 31.202 and FAR 31.205 provide for the allowability of direct costs and many cost elements. For example, costs must be broken down by types and units. If Offeror proposes Participant Training (as defined at AIDAR 752.7019 and ADS 253), the proposed participant training costs must be broken down by types of training and participants. Additionally, direct costs to perform the proposed Branding and Marking and Communication strategies, and Environmental Compliance as per Initial Environmental Examination (IEE) must be included.
8. **Subcontracts/Contractual.** 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 must include the same budget items as the prime as applicable.
9. **Grants under Contract:** Offerors must propose the GUC budget, broken out by year, for an amount not to exceed \$3 Million, provided for activities intended to refine technical focus areas as described in the Statement of Objectives. While the total GUC amount may be proposed for the life of the contract, the breakdown by year will vary based on annual work planning. This cost category must not include cost related to management or oversight of the grants.
10. **Indirect Cost.** The prime and all major subcontractors may propose lower overhead rates than their established (NICRA) and sign the letter found in ADS 300, Mandatory Reference for Best Practices Guide for Indirect Costing. Indirect rates proposed cannot be higher than the rates established in their Negotiated Indirect Cost Rate Agreement (NICRA). Offerors may propose a single ceiling rate covering the term of award or a ceiling rate in each applicable contract year. If an annual ceiling rate is proposed, USAID will average the ceiling indirect rates and use that figure for evaluation purpose.

(i) The Offeror and each major subcontractor(s) must include a complete copy of its most current Negotiated Indirect Cost Rate Agreement (NICRA) or other documentation from its Cognizant Government Audit Agency, if any, stating the most recent final indirect cost rates. The proposal must also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.

(ii) If the Offeror or any major subcontractor(s) does not have a Cognizant Government Audit Agency, the proposal must include: audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization), must be included in the proposal. The profit and loss statements must include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and are supplemented by information on the prime Contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed; and detailed indirect cost rate calculations for the most recent two fiscal years that include the major cost elements in both the pool of expenses and base cost compositions along with derived rates. The bases of allocation of these rate calculations must be supported by the independent certified audit by a certified accounting firm.

(iii) Exemptions for Small Business Offerors Only: If the small business offeror does not have a NICRA, the proposal must include either Audited Financial Statements or Reviewed Financial Statements as defined below:

- a. Audited Financial Statements provide the auditor's opinion that the financial statements are presented fairly, in all material respects, in conformity with the applicable financial reporting framework. In an audit, the auditor is required by auditing standards generally accepted in the United States of America (GAAS) to obtain an understanding of the entity's internal control and assess fraud risk. The auditor also corroborates the amounts and disclosures included in the financial statements by obtaining audit evidence through inquiry, physical inspection, observation, third-party confirmations, examination, analytical procedures and other procedures. The auditor issues a report that states that the audit was conducted in accordance with GAAS, the financial statements are the responsibility of management, provides an opinion that the financial statements present fairly in all material respects the financial position of the company and the results of operations are in conformity with the applicable financial reporting framework (or issues a qualified opinion if the financial statements are not in conformity with the applicable financial reporting framework. The auditor may also issue a disclaimer of opinion or an adverse opinion if appropriate).

- b. Reviewed Financial Statements provide a certified CPA accountant's (referred to as "Accountant" or "CPA" herein) review; the accountant is not aware of any material modifications that should be made to the financial statements for the statements to be in conformity with the applicable federal financial reporting framework. During a review engagement, the Accountant obtains limited assurance that there are no material modifications that should be made to the financial statements. Therefore, the objective of a review of the financial statements is to obtain limited assurance that there are no material modifications that should be made to the financial statements. A review does not include obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records; or other procedures ordinarily performed in an audit. The CPA issues a report stating the review was performed in accordance with Statements on Standards for Accounting and Review Services; that management is responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework and for designing, implementing and maintaining internal control relevant to the preparation.

The proposal must not include compiled financial statements. Compiled financial statements will not be accepted because the Accountant does not obtain or provide any assurance that there are no material modifications that should be made to the financial statements. That is, there is no assurance that the organization is misrepresenting costs on compiled financial statements which puts the agency at risk. The objective of compiled financial statements is to assist management in presenting financial information in the form of financial statements without undertaking to provide any assurance that there are no material modifications that should be made to the financial statements.

If the small business offeror receives an award based on the submission of Reviewed Financial Statements, within six months after the end of the small business offeror's fiscal year, they must submit an adequate final incurred cost proposal to the to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years in accordance with the Allowable Cost and Payment Clause FAR 52.216-7. The receipt of an adequate proposal by the audit office starts the audit process. This audit will establish the final indirect cost rate(s) for the audited year. Provisional rates will be updated as needed based on current information. USAID auditors will work with the small business to issue a NICRA establishing the proposed provisional indirect cost rates after award based upon acceptable information submitted above.

11. **Fixed Fee.** In accordance with FAR 15.404, fee should be demonstrated based upon the applicable factors of: technical, management, support for Federal socioeconomic programs, contractor cost risk, contractor effort, and cost control and other past accomplishments, independent development, and capital investments. Any additional factors may be discussed as a basis for fee.

(i) Fee Schedule: Offerors must propose a fixed fee schedule (see Section F.8) based upon completion of expected results and measured by performance standards in the proposed Performance Work Statement.

### **L.9.3 Part 3 – Representations, Certifications, and Other Statements of Contractor**

- (a) Offerors must complete and sign all the Representations, Certification and Other Statement as described in Section K. Online submission of Annual Representations, Certifications and Other Statement via [www.sam.gov](http://www.sam.gov) would be sufficient if the Offeror chose paragraph (d) of the provision under FAR 52.204-8. Please indicate in section K of your proposal if online certifications and other statements were submitted.
- (b) Offerors must have a DUNS Number when the anticipated value of any single award is expected to be over \$25,000 or the local currency equivalent. The DUNS Number is the unique identifier that is used to retain information on all companies, organizations and people that have awards with the Government. All vendors, including foreign businesses and individuals, receiving USAID awards over this monetary threshold must obtain the DUNS Number themselves. In addition, all vendors doing business with the Federal Government must be registered in the SAM <http://www.sam.gov/>. In order to register in the SAM, a DUNS number is required.
- (c) If the Offeror is a joint venture or partnership, (see FAR Subpart 9.6), the Cost Proposal must include a copy of the agreement between the parties to the joint venture/ partnership. The agreement will include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting responsibility, how work will be allocated, overhead calculated, and profit shared, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.

### **L.9.4 Part 4 – Policies and Procedures**

- (a) If the Offeror does not have prior USAID contracting experience, it must submit a copy of its personnel policies, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc. The Contracting Officer may determine that a pre-award survey is necessary (see FAR 9.106).

- (b) A summary of the offeror's personnel policies used for formulating the cost proposal and in effect at the time the offer is submitted, especially regarding salary and wage scales, merit increases, promotions, leave, differentials, travel and per diem regulations, fringe benefit, etc.
- (i) Fringe Benefit Information: Unless the offeror's (and each subcontractor's) Negotiated Indirect Cost Rate Agreement contains a fringe benefit rate(s), the rate(s) proposed in the calculations will be supported by a detailed breakdown comprising each item of fringe benefits (i.e., unemployment insurance, retirement, worker compensation, health and life insurance, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries. Each page will have the prime offeror's (or subcontractor's) name clearly marked.
  - (ii) Information Concerning Work-Day, Work-Week, and Paid Absences: Offerors and each proposed major subcontractor must 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, Offerors and each proposed major subcontractor will indicate how paid absences (US holidays, local holidays, vacation and sick) will be covered.

A normal, work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. Offerors and major subcontractors must describe their workday and workweek policies.

#### **L.9.5 Part 5 – Subcontractor Information**

The information set forth below must be provided for each subcontractor, if any, proposed. A tab or colored sheet must separate each element of subcontractor information, as well as each subcontractor. Each page must have the subcontractor's name clearly marked.

- (a) A letter, on subcontractor letterhead, and signed by an authorized representative of each subcontractor, which specifically indicates the subcontractor's agreement to be included in the Offeror's proposed teaming arrangement.
- (b) Offerors must address each of the elements in FAR 44.202-2 in order for proposed subcontractor(s) to be considered by the Contracting Officer for consent of subcontractor(s) to be granted with the initial award.

- (c) A discussion and arrangement on type(s) of subcontract(s) to be used, and approximate percentage of each type of work to be subcontracted.
- (d) The information requested above in Parts (2), (3), (4), and (6) for each subcontractor.

#### **L.9.6 Part 6 – Evidence of Responsibility**

- (a) Offerors must submit sufficient evidence of responsibility for the Contracting Officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. Accordingly, Offerors must address each element of responsibility.

To be determined responsible, a prospective Contractor must:

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));
  - (2) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
  - (3) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective Contractor must 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;
  - (4) Have a satisfactory record of integrity and business ethics;
  - (5) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective Contractor and Sub-Contractor). (See FAR 9.104-3(a));
  - (6) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)); and
  - (7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.).
- (b) The Government will also consider the Small Business Subcontracting Plan, as per Section L.10 of the solicitation, in the determination of responsibility.

## **L.10 SMALL BUSINESS SUBCONTRACTING PLAN INSTRUCTIONS**

- (a) Offerors must submit a Small Business (SB) Subcontracting Plan as an Annex to the Technical Proposal; however, it will not be evaluated as a part of technical evaluation. Only the plan from the apparently successful offeror will be evaluated as a matter of responsibility (see Section L.9.6). If the offeror does not submit an acceptable subcontracting plan, the offeror will be ineligible for the award.

Note: There is no mandatory template for Individual SB Subcontracting Plan. However, a sample of a SB Subcontracting Plan is provided in Section J.7 of this solicitation.

- (b) While this template has been designed to be consistent with Federal Acquisition Regulation (FAR) 52.219-9, other formats of a subcontracting plan may be acceptable, as long as the essential information as exemplified in this model is available.

For reference, the updated of USAID's subcontracting goals for FY 2021 is available in the following: <https://www.usaid.gov/work-usaid/partnership-opportunities-refresh/small-business/small-business-goals>

## **L.11 BRANDING IMPLEMENTATION AND MARKING PLAN INSTRUCTIONS**

USAID seeks to achieve a high level of public visibility through an array of communication activities, including media coverage, social media engagement, and events. USAID policy on the branding and marking of the work products of this contract is contained in 2 CFR 700.16; USAID ADS Chapters 320, 557, and 558; and the USAID Graphic Standard Manual and Partner Co-Branding Guide.

In response to this RFP, the Offeror must include a Branding Implementation Plan (BIP) and Marking Plan (MP) for the Contract. These plans must describe how the Offeror will communicate to beneficiaries and stakeholder audiences that the work of this contract is from the American people and implement the Branding Strategy described in Section D and USAID Branding and Marking requirements. As described in Section D, requested exceptions to Branding and Marking requirements must be included in the proposed BIP and MP.

The BIP and MP are separate items. Although not scored as part of the evaluation, Offeror must prepare a BIP and MP in accordance with Attachment J.9 USAID/Indonesia Branding Implementation and Marking Plans Guidance. The attachment includes detailed instructions regarding what must be included in the BIP and MP. The BIP and MP should demonstrate the understanding and support of the guidance set forth in ADS 320 and how the Offeror will implement the Branding Strategy.

USAID encourages the use of social media and online platforms to publicize the work of the Agency, and to engage with development partners and learn from stakeholder communities in coordination with the existing media outreach and efforts of the USAID/Indonesia mission. The Offeror must prepare a complementary social media strategy that is incorporated in the BIP.

Both of these must be submitted as an Annex to an Offeror's technical proposal via separate email as described in Section L.7. These plans will not be counted in the page limitation. Failure to submit a BIP and MP will render the Offeror ineligible for award of the contract. The final BIP and MP will be made a part of the contract.

**[END OF SECTION L]**



## **SECTION M – EVALUATION FACTORS FOR AWARD**

### **M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are 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 <http://acquisition.gov/far/index.html> for electronic access to the full text of a clause.

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
	<b>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)</b>	
52.217-5	EVALUATION OF OPTIONS	JUL 1990

### **M.2 GENERAL INFORMATION**

To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation. The Government will make an initial review of proposals to determine compliance with these instructions. The Government may determine an Offeror to be unacceptable and exclude it from further consideration for failure to comply with Section L.

- (a) The Government intends to evaluate Offerors in accordance with this Section and make contract award to the responsible Offeror whose proposal represents the best value to the Government.
- (b) The submitted technical information will be scored by a Technical Evaluation Committee using the technical evaluation factors shown below.
- (c) For overall evaluation purposes, technical factors are considered significantly more important than cost/price factors.
- (d) The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1.

### M.3 TECHNICAL EVALUATION FACTORS

Technical proposals will be evaluated according to the factors prescribed below. Offerors must note that the following 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>Technical Evaluation Factors</b>	<b>Order of Importance</b>
1. Technical Approach	The factors are presented in descending order of importance. “Technical Approach” is more heavily weighted than “Management Approach.” “Management Approach” is more heavily weighted than “Past Performance.”
2. Management Approach	
3. Past Performance	

#### M.3.1 Factor 1 –Technical Approach

- (a) The extent to which the Offeror’s Technical Approach and Performance Work Statement are clear, logical and reasonably likely to achieve the Activity’s Objectives and Goals described in Section J.1.E. and fully integrate all the Guiding Principles described in Section J.1.G.
- (b) The Offeror’s Technical Approach and Performance Work Statement will be evaluated as part of this factor.

#### M.3.2 Factor 2 – Management Approach

- (a) The extent to which the Offeror’s Management Approach demonstrates the capability to successfully implement the proposed Technical Approach, which fully integrates maximizing use of local staff (with additional considerations of gender balance); integrating capacity building of relevant local stakeholders into activity implementation; integrating gender equality and inclusive development throughout activity implementation; and measures to ensure collaborative learning and adaptive management.
- (b) The Offeror’s Management and Staffing Plan and Organizational Chart will be evaluated as part of this factor.

#### M.3.3 Factor 3 – Past Performance

- (a) Performance information will be used for both the responsibility determination and best value decision. The Government may use performance information obtained from other than the sources identified by the offeror/subcontractor. The Government will utilize existing databases of contractor performance information and solicit additional information from the references provided in the Technical Proposal and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an Offeror's performance.
- (b) Adverse past performance information to which the Offeror has not previously had an opportunity to respond will be addressed in accordance with the policies and procedures set forth in the FAR 15.3.
- (c) The Government 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.
- (d) The contractor performance information determined to be relevant will be evaluated in accordance with the elements below, presented in descending order of importance:
1. Quality, including overall performance to accomplish logistic planning, success in meeting quality objectives and consistency in meeting goals and targets.
  2. Cost control, including forecasting costs as well as accuracy in financial reporting.
  3. Schedule, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance).
  4. Management or business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements, management of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes when problems with clients were identified.
  5. Regulatory Compliance, including compliance with all terms and conditions in the awards relating to applicable regulations and codes (financial, environmental, safety, and other reporting requirements).

6. Utilization of Small Business, for prime offerors who are not small business concerns, their utilization of Small Business concerns as subcontractors, including efforts in achieving small business participation goals.
- (e) An Offeror's performance will not be evaluated favorably or unfavorably when:
1. The Offeror lacks relevant performance history,
  2. Information on performance is not available, or
  3. The Offeror is a member of a class of offerors where there is provision not to rate the class against a sub-factor.

When this occurs, an Offeror lacking relevant performance history is assigned a "neutral" rating. Prior to assigning a "neutral" past performance rating, the Contracting Officer may take into account a broad range of information related to an Offeror's performance.

#### **M.4 COST EVALUATION**

Evaluation points will not be awarded for cost. The proposed cost/price will be evaluated for reasonableness and realism in accordance with FAR 15.404. Evaluation of the cost proposal will include a cost analysis to establish reasonableness of the Offeror's price (including the reasonableness of the fee proposed); a cost realism analysis to determine what the Government should realistically expect to pay for the proposed effort, the Offeror's understanding of the work, and the Offeror's ability to perform the contract in accordance with the proposed technical approach; and price analysis (cost plus fixed fee) to verify that the overall price offered is fair and reasonable. If the proposed cost is considered to be unrealistic, the Offeror's proposed cost will be adjusted upward or downward to reflect more realistic costs. Therefore, the evaluated cost, including fee, will be used in making a selection decision.

#### **M.5 DETERMINATION OF THE COMPETITIVE RANGE**

The Government reserves the right to conduct discussions if the Contracting Officer determines them to be necessary. If a competitive range is established, the Offerors with whom negotiations will be conducted will be determined by the Contracting Officer pursuant to FAR 15.306(c).

If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Determination of the competitive range, if any, will be based on a review of technical and cost proposals for this solicitation.

#### **M.6 SOURCE SELECTION**

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

This procurement utilizes the tradeoff process set forth in FAR 15.101-1. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price factors. If the Contracting Officer determines that competing technical proposals are essentially equal, cost/price 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 merit of the Offeror merits the additional cost/price.

**[END OF SECTION M]**

**[END OF RFP NO. 72049721R00004 **Amendment 01**]**