



Issuance Date: March 13, 2014
Clarification/Question Due Date: March 20, 2014
Closing Date: April 10, 2014
Closing Time: 3:00 p.m. Cotonou time

SUBJECT: Solicitation № 680-14-005
Solicitation Title: Global Climate Change Community RAFT Performance Evaluation

ATTENTION PROSPECTIVE OFFERORS:

The United States Government, represented by the U.S. Agency for International Development (USAID), Benin Office of Acquisition and Assistance (OAA) intends to award a purchase order for the program named "Global Climate Change Community RAFT Performance Evaluation".

Contracts resulting from this Request for Proposal (RFP) will be Firm-Fixed-Price (FFP).

USAID/Benin, OAA invites local interested and qualified local consultants or organizations to submit proposals in accordance with the requirements of this RFP. Proposals submitted in response to this solicitation should remain valid for two months. USAID will conduct this procurement through other than full and open competition, under which only local consultants or organizations are eligible to compete.

The procedures set forth in the Federal Acquisition Regulation (FAR) Part 13 and Part 15 shall apply. USAID anticipates an award of a two-year period. USAID is not obligated to make an award. Cost proposals shall be evaluated as a part of a Best Value determination for contract award. The total anticipated amount for the contract period is approximately CFA47,500,000 (not to exceed US\$100,000.00).

The RFP addresses all of the specifics associated with the services requested. Offerors are encouraged to read the entire solicitation. Special attention should be paid to Section L, "Instructions to Offerors" and Section M, "Evaluation Factors for Award".

The primary point of contract for this RFP is the Acquisition and Assistance Specialist, Cosmas Apedo. Any questions related to this RFP must be submitted by email to Cosmas Apedo at capedo@usaid.gov with a copy to Francine Agblo at fagblo@usaid.gov by no later than the Clarification/Question Due Date specified above. Responding to questions thereafter is at the Contracting Officer's discretion. Any information given to a prospective offeror concerning this RFP will be furnished to all offerors as an amendment of the solicitation. Proposal should be submitted to Cosmas Apedo, via email at capedo@usaid.gov, and oaadocs@usaid.gov not later than the Closing Date and Closing Time specified above.

Thank you for your interest.

Sincerely,

Kevin Armstrong
Mission Director
USAID/Benin

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SECTION B: SUPPLIES OR SERVICES AND PRICE/COSTS

SECTION B: SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 BACKGROUND INFORMATION

Description of Community RAFT

The purpose of the Benin Global Climate Change Integration Pilot Activity, entitled Community RAFT (Resilience and Action to reduce Flood Threats), is to develop the capacity of communities to reduce losses from current and future floods through a women led, community-based response to flood preparedness. Community RAFT will increase the capacity of existing women's groups to lead their communities in developing and implementing flood preparedness activities which use locally appropriate flood mitigation strategies and can manage for climate variability and change. In doing so, Community RAFT will develop a replicable and effective structure for flood planning and response that can be scaled up within Benin to mitigate the negative effects of the increased flooding expected as the climate changes. The Objective of Community RAFT is: **Community Level Resilience to Flood Threats is increased through Women's Leadership.**

Community RAFT will achieve this objective through two Intermediate Results (IRs):

IR 1: Communities are mobilized by women's groups to reduce the negative consequences of flooding, and

IR 2: Local women's groups advocate for relevant local government authorities to support locally-appropriate flood mitigation planning and response activities.

Under IR 1, Community RAFT will build the capacity of women's groups to lead the design and implementation of community-based flood preparedness planning and response structures that can address current and future floods. This will include ensuring the women are knowledgeable of flood preparedness options and the methods for integrating the flexibility necessary to manage the impacts of climate change on flood-prone communities. This may include assisting the women's groups in identifying climate-sensitive, locally appropriate, flexible solutions to flooding, as well as opportunities to integrate climate or early warning information into planning and response to floods. The women's capacity to harness and manage the skills and abilities of the community will also be built to ensure the entire community feels ownership over and contributes to the planning and response structures.

Under IR 2, Community RAFT will help women's groups understand the relevant budget and planning processes that drive decision-making, interact with higher level government institutions to advocate for increased support. Here, the capacity of the women's groups built under the first IR will be utilized to allow them to effectively engage with key individuals and institutions outside their immediate community. This may include training for key individuals in these institutions so that they better understand community needs around flood planning and response, as well as the impacts climate change will have on flooding in the future.

B.2 EVALUATION PURPOSE AND USE

Community RAFT is a two-year, USAID-funded activity that will be procured locally in Benin and executed in a number of communities. Community RAFT will have a large learning component focused on understanding how to develop a replicable and effective community-based flood preparedness, planning, and response structure capable of managing current and future floods in Benin. A special focus will be placed on understanding if and how climate change considerations are included. The geographic location, number of communities, and target beneficiaries for Community RAFT have not been determined, but instead will be selected by the eventual grant awardee.

Community RAFT is expected to be awarded in the fall of 2013, and to continue through the end of 2015. Since Community RAFT has a strong learning agenda that will focus on both processes and results, it will be necessary to integrate the evaluation, including data collection, into the activity from the beginning. This will require that the evaluator works closely with USAID/Benin and the implementing partner to ensure strong collaboration. The information gained through this evaluation will not only help refine the flood preparedness planning and response structures established, but also help inform USAID's larger climate change learning agenda on how best to integrate climate change considerations into disaster risk reduction programs, and provide input into Benin's national response programs aimed at supporting local flood planning and response.

The main objectives of this evaluation are to:

1. Determine both qualitatively and, to the extent practical, quantitatively, the results that Community RAFT has achieved in the targeted communities. This includes an analysis of the level of preparedness of communities and the actions that were taken before, during and after the flood season owing to the interventions and the role the women's groups played in the program.
2. Develop an understanding of the processes that occurred in the development of the planning and response structures to identify lessons learned, especially regarding the integration of climate change considerations.

The evaluation should provide information that can be useful in determining strengths and weaknesses of the Community RAFT model, help direct future activities, and provide lessons learned. While the primary audience of this evaluation will be USAID, the findings may also be shared, as appropriate, with the activity beneficiaries, other donors and the Government of Benin. Furthermore, through its inclusion within the larger USAID Global Climate Change learning agenda, lessons learned from this activity will have an influence on USAID's programs globally.

B.3 EVALUATION QUESTIONS

The questions to be addressed by this activity evaluation are as follows:

1) Is building the capacity of local women's groups an effective way to develop community-based flood preparedness planning and implementation structures? If so, what capacities are most crucial to ensuring the process is effective?

2) To what extent does a climate change approach to community based flood preparedness lead to improved results and sustainability?

3) Can a community-led approach to flood planning and response be effective, or are there specific outside resources that are necessary, particularly with regards to making those structures more flexible in the face of climate change?

4) How many communities developed and implemented effective flood preparedness and response activities? How did these activities affect community assets?

In answering the questions evaluating the process, the evaluator is encouraged to consider several key factors for each question.

1) Is building the capacity of local women's groups an effective way to develop community-based flood preparedness planning and implementation structures? If so, what capacities are most crucial to ensuring the process is effective?

Understanding community perceptions of the women's groups and their effectiveness at mobilizing the community at both the beginning and throughout the activity will be especially important. It will be important to find out if there are key gender gaps or constraints (perceptions or otherwise) that need to be overcome in order to build the capacity of women's groups. The collection of these perceptions will likely need to occur through individual interviews. Further insight could be gained through documentation of general comments made and interactions that occur during community meetings (i.e., are women given respect, can women effectively lead the meetings and trainings). Of particular import will be any specific capacities or training that allowed the women's groups to be effective, if certain interventions made the groups less likely to succeed, if the engagement of specific other community members made success more likely, and if the women were more successful at engaging certain segments of the community than others. In addition, it is important to note strategies undertaken to address and overcome any gender-based constraints. Given that there is a large variation in the magnitude of flooding that occurs from year to year, perceptions of the women's groups may change in those years when a flood does not occur. This is especially important as climate change is likely to increase the inter-annual variability of flooding in the future. For the final evaluation, whether the communities developed planning and response structures, as well as if these were implemented effectively, should also be taken into account.

2) To what extent does a climate change approach to community based flood preparedness lead to improved results and sustainability?

Many community members will likely have a very limited understanding of climate change, how it will affect flooding, and its relevance to their daily lives. Short term results of the program may include evacuation plans, flood risk maps, levees, and flood walls and might lead to the outcome of increased awareness of climate change effects and preparedness among the communities. Given that significant capacity will have to be built around understanding climate change and its impacts, it will be important to collect information on several things, including: whether climate change training is effective, whether certain sources of information are more important than others, if there are certain trigger events (e.g., a larger than normal flood) that facilitate inclusion, whether certain groups within a community are more open to taking climate change considerations into account, and whether a climate change approach led to any tangible benefits to community flood-preparedness activities. For each of these questions, it will also be important to consider gender differences: were there gender differences in training outcomes? Were certain sources of information more important for men than women and vice versa? The evaluator will have to work closely with the implementer to ensure that the terminology used concerning climate change is consistent and locally appropriate.

3) Can a community-led approach to flood planning and response be effective, or are there specific outside resources that are necessary?

Given the expense of some climate change oriented interventions, such as improved infrastructure and the production and dissemination of climate and early warning information, it is likely that at least some interventions to support effective inclusion of climate change considerations will have to come from outside the community. However, communities also have the ability to develop local plans and responses that will mitigate some negative impacts of floods. Given the challenges of national responses in Benin, there is a need to understand better how effective community-based planning and response can be, and what are the priority areas for external support. Most of the necessary information can likely be collected through focus groups and documentation of comments made during meetings within the community and with higher level officials. However, data collection should be careful to ensure that community response is informed by actual community needs, and not just repeating back what was learned during the capacity building and training activities. For example, the village should be asked to prioritize those outside resources they indicate are necessary, and to offer a rationale as to why those activities cannot be done locally. Particular attention should be paid to whether communities prioritize financial and other tangible resources (i.e., infrastructure, commune budget support) or less tangible resources such as climate and early warning information.

4) How many communities developed and implemented effective flood preparedness and response structures? How did these structures affect community assets?

This question should determine the actual and perceived results achieved by Community RAFT. How many communities developed and implemented an effective approach to flood preparedness and response? What results did implementation achieve for communities and their assets? What interventions produced the most cost-effective results? Are there reasons beyond the control of the activity (e.g., community size, composition, location relative to important infrastructure, inter-annual variations in flooding, size of this year's flood relative to historical floods) for variations in the results documented in the different communities? How did the results affect gender roles and relations?

B.4 CONTRACT TYPE

The U.S. Government contemplates award of a Firm-Fixed-Price (FFP) contract resulting from this solicitation. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section F based on the Statement of Objectives (SOO) found in Section C of this solicitation document.

B.5 ESTIMATED COST, AND OBLIGATED AMOUNT

Subject to the availability of funds, USAID intends to provide CFA 47,500,000 (not to exceed US\$100,000.00) for the performance evaluation.

[END OF SECTION B]

SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK (SOW)**RECOMMENDED EVALUATION DESIGN AND DATA COLLECTION METHODOLOGY**

a) Evaluation design

A preliminary design is outlined below. However, the evaluators are expected to work closely with the implementing partner to modify and refine the design based on the proposed work. The final evaluation design should be developed in consultation with USAID/Benin and the implementing partner before implementation begins.

b) Data Collection Methodologies and Analysis

To answer adequately the evaluation questions outlined above will require using various data collection methods to obtain both quantitative and qualitative data. However, given the lack of historical baseline data with respect to damage caused by flooding, the high level of variability in the magnitude of annual flooding, and the lack of information on the valuation of community assets, the expectation is that the evaluation of activity results may be mostly qualitative in nature. Most of the data will likely be collected through interviews and/or focus groups during implementation of the activity, independent site visits from the evaluators, and the data reported by the implementing partner as specified in the work plan. The final data collection and evaluation plans will be developed in collaboration with USAID/Benin and the implementing partner during a team planning meeting before the activity begins.

It is anticipated that the evaluation team will conduct site visits to several villages at key points during activity implementation. However, the villages to be visited and the timing of these visits will depend on the details of the final work and evaluation plans.

To evaluate activity results, it is initially proposed that data be collected in a three step process. This data collection should be both integrated into activity implementation and be conducted similarly during both years of activity implementation. Most data collection will be qualitative, though the evaluator is encouraged to work with the implementing partner to collect quantitative data where appropriate. The three suggested steps are:

- 1) Qualitative data (and quantitative, where appropriate) will be collected through a community survey and/or focus groups at the beginning of the activity to develop an understanding of what areas and assets within a community flood during a typical year, and how large the variability is in flooding from year to year. This will set a qualitative baseline of what could happen and likely only needs to be done at the beginning of the activity.
- 2) Qualitative data will be collected at the beginning of the annual rainy season(s) in those villages that have developed community-based flood preparedness planning and response structures to identify which assets will be protected. This will also include qualitative data on the prioritization process used to determine which assets should be protected. This data will act as initial quality control to the data collected in step 3, and should be collected similarly during both years of activity implementation.
- 3) Qualitative (and quantitative, where appropriate) data will be collected following the peak of the annual rainy season(s)/floods in those villages that experienced flooding to determine what areas of the village flooded, as well as which assets were not adversely affected owing to implementation of the flood preparedness planning and response structures. If possible, a rough quantitative estimate of the value of these assets should be collected, along with an estimate of the costs expended.

As noted above, this is a preliminary design, which should be modified and refined as appropriate by the evaluator and implementing partner, in consultation with USAID/Benin, as the activity work plan is developed. It is expected that the implementing partner will collect much of the data necessary for the evaluation. It may also be necessary for the evaluator to collect independently the data in step 3 to ensure the data is unbiased. The evaluator should work with the implementing partner to establish a relationship with the stakeholders to ensure the same individuals are interviewed and participate in focus groups throughout the life of the evaluation.

Process

Evaluation of the process will be a key component of the learning agenda associated with this activity. It will be important to develop an understanding of not just what results occur, but also why they occurred, which requires documenting and evaluating the underlying processes that led to those results.

Some data will likely need to be collected throughout the course of the activity, while other data can be collected less frequently. It may be important to repeat individual interviews and focus groups periodically over the course of the year to identify shifts in community perceptions, as well as the entry points and barriers for including climate change considerations. It is also possible that different collection tools and questions may be needed for villages that did and did not experience flood events. The evaluator is also encouraged to explore whether collecting data in villages not targeted by the activity would be useful and cost effective.

For data that cannot be collected during normal activity implementation, or which may not be appropriate for the implementer to collect (owing to potential conflict of interest), the evaluator should explore local options for data collection such as working with USAID to identify a Peace Corps volunteer or local university students from the area near the communities. These options would allow a cost-effective way to collect data periodically over the course of activity implementation. However, their effectiveness and appropriateness will depend on the location of the communities and the feasibility to traveling easily between them, as well as the capabilities of the individuals selected.

USAID Evaluation Policy “Criteria to Ensure the Quality of the Evaluation Report”

- The evaluation report should represent a thoughtful, well-researched and well organized effort to objectively evaluate what worked in the activity, what did not and why.
- Evaluation reports shall address all evaluation questions included in the scope of work.
- The evaluation report should include the scope of work as an annex. All modifications to the scope of work, whether in technical requirements, evaluation questions, evaluation team composition, methodology or timeline need to be agreed upon in writing by the technical officer.
- Evaluation methodology shall be explained in detail and all tools used in conducting the evaluation such as questionnaires, checklists and discussion guides will be included in an Annex in the final report.
- Evaluation findings will assess outcomes and impact on males and females.
- Limitations to the evaluation shall be disclosed in the report, with particular attention to the limitations associated with the evaluation methodology (selection bias, recall bias, unobservable differences between comparator groups, etc.).
- Evaluation findings should be presented as analyzed facts, evidence and data and not based on anecdotes, hearsay or the compilation of people’s opinions. Findings should be specific, concise and supported by strong quantitative or qualitative evidence.
- Sources of information need to be properly identified and listed in an annex.
- Recommendations need to be supported by a specific set of findings.
- Recommendations should be action-oriented, practical and specific, with defined responsibility for the action.

[END OF SECTION C]

SECTION D PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

N/A

D.2 BRANDING STRATEGY

N/A

D.3 BRANDING AND MARKING POLICY

N/A

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR 1984
52.246-2	INSPECTION OF SUPPLIES—FIXED-PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES—FIXED-PRICE	AUG 1996

E.2 INSPECTION AND ACCEPTANCE

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

E.3 MONITORING AND EVALUATION PLAN

Monitoring and evaluation programs should be utilized in order to assess the impact of the programs and whether or not objectives are being achieved and if they should be adjusted. The Contractor will input all required information to the USAID Benin COTR on a quarterly basis.

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
52.243-1	CHANGES—FIXED-PRICE	AUG 1987

F.2 PERIOD OF PERFORMANCE

The contract will be awarded for a period of two years.

F.3 PLACE OF PERFORMANCE

Performance of this contract will be in Cotonou, Republic of Benin.

F.4 DELIVERABLES AND PRODUCTS

The contractor deliverables will include: TBD

- 1) **Work Plan and Schedule:** The team will propose a preliminary work plan. The work plan should include but is not limited to conceptual approach/design; data collection methods and tools to be used by both the evaluator and the implementing partner (USAID data standards apply); illustrative versions of tables/graphs to be produced; data analysis plan; and activity schedule. The plan will be revised if necessary once the details of the field work schedule are determined.
- 2) **Mid-term Evaluation Report:** A mid-term report will be submitted upon completion of the first year of the activity, after the rainy season, and the required data analysis. The report should include a description of the methodology, provide preliminary answers to the key evaluation questions, and offer recommendations for changes during the second year of implementation. A draft should be provided to the USAID team prior to finalizing the report.
- 3) **Mid-term Debriefing:** A feedback session involving key stakeholders will be organized to present findings of the mid-term evaluation.
- 4) **Final Evaluation Report:** A report will be submitted upon completion of activity implementation and the data analysis. The report should include a description of the methodology, provide refined answers to the key evaluation questions, and offer recommendations for future USAID programming and community development. A draft should be provided to the USAID team prior to finalizing the report.
- 5) **Final Debriefing:** A feedback session involving key stakeholders will be organized to present the findings of the final evaluation report

F.5 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth below, will be conducted jointly by the COTR and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

- a) Quality
 - Quality and effectiveness of the Contractor's key personnel.

- Quality and effectiveness of the services performed to USAID.
- Extent to which open, transparent relations are established between USAID COTR and the Contractor.

b) Cost Control/Effectiveness

- Actual costs incurred against the Contractor's cost proposal.

c) Timeliness of Performance

- Long Term and Short-term technical assistance are identified and fielded in a timely manner.
- Ability of the Contractor to take corrective action to compensate for delays which were outside the Contractor's control.
- Timeliness of documents or reports submitted to USAID.

RELATIONSHIPS AND RESPONSIBILITIES (USAID)

Before In-Country Work

1. Consultant Conflict of Interest. To avoid conflicts of interest (COI) or the appearance of a COI, review previous employers listed on the CV's for proposed consultants and provide additional information regarding potential COI with the activity contractors or NGOs evaluated/assessed and information regarding their affiliates.

2. Documents. Identify and prioritize background materials for the consultants and provide them, preferably in electronic form.

3. Local Consultants. If needed, assist with identification of potential local consultants and provide contact information.

4. Site Visit Preparations. Provide a list of site visit locations, key contacts, and suggested length of visit for use in planning in-country travel and accurate estimation of country travel line items costs.

5. Lodging and Travel. If needed, provide guidance on recommended secure hotels and methods of in-country travel (i.e., car rental companies and other means of transportation) and identify a person to assist with logistics (i.e., visa letters of invitation, etc.). The consultants will submit eCC travel clearance requests for the consultants; approval will be facilitated by USAID/Benin.

6. USAID-Supplied Participants. Provide guidance regarding participation in the assignment by Mission and USAID/W staff (i.e., who will participate, how long, source of funding for their participation).

7. Locally-Established Ceilings and Rates. Provide information as early as possible on ceilings for pay to in-country hires, allowable lodging and per diem rates for persons who will travel/participate in activities with the team (i.e. what is per diem amount? is TL responsible to pay this? length of time? etc.).

During In-Country Work

8. Mission Point of Contact. Throughout the in-country work, ensure availability of the Mission Point of Contact person(s) and provide technical leadership and direction for the team's work.

9. Meeting Space. Provide guidance on the team's selection of a meeting space for interviews and/or focus group discussions (i.e. USAID space if available, or other known office/hotel meeting space).

10. Meeting Arrangements. While local consultants typically will arrange meetings for contacts outside the Mission, the Mission will support the local consultant(s) in coordinating meetings with stakeholders.

11. Formal and Official Meetings. Where appropriate, help the consultant arrange key appointments with national and local government officials and accompany the team on these introductory interviews (especially important in high-level meetings).

12. Other Meetings. If appropriate, assist in identifying and helping to set up meetings with local professionals relevant to the assignment.

13. Facilitate Contacts with Partners. Where appropriate, introduce the team to activity partners, local government officials and other stakeholders, and where applicable and appropriate, prepare and send out an introduction letter for team's arrival and/or anticipated meetings.

After In-Country Work

14. Timely Reviews. Provide timely review of draft/final reports and approval of the deliverables.

F.6 KEY PERSONNEL

a. The Contractor's primary point of contacts (POC) are:

1. Full Name: _____
Title: _____
Tel: _____
Email: _____

2. Full Name: _____
Title: _____
Tel: _____
Email: _____

b. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor must notify both the Contracting Officer (CO) and the USAID COTR reasonably in advance in writing.

c. The contractor's primary point of contacts are expected to fulfill the following responsibilities and meet the following desired minimum qualifications:

- Ensure proper administration of the contract.
- Provide technical guidance and serve as a subject matter expert in technical area.
- Provide regular and constructive feedback to USAID COTR.
- Serve in a supervisory role.

TEAM COMPOSITION, SKILLS AND LEVEL OF EFFORT

Team Composition and required skills: The team will be led by a highly experienced evaluator with significant prior experience in the evaluation of similar activities in a Sub-Saharan francophone country. The team leader will also have experience in the usage of quantitative as well as qualitative sources of evidence. The team leader will be responsible for the overall management of the evaluation, including coordinating and packaging the deliverables in consultation with other members of the team. The team leader will develop tools for the assessment and a methodology plan and share it with USAID/Benin. The team leader will also be responsible for developing the outline for the draft report and submitting the final report within the agreed upon timeline.

It is desirable for the team leader to be bilingual in English and French so he/she can produce English reports for USAID/Benin and lead his evaluation team (mainly French speakers). However, should the team leader be monolingual in French he/she may submit French reports and employ the services of professional translators to produce English translations of the reports to be submitted to USAID/Benin. All the costs of translation should be included in the proposed budget for the cost application.

S/he may employ the assistance of additional consultants as necessary and appropriate, either with specific skills (i.e., specialization in gender-focused activities, women's empowerment, or climate change) or to increase cost-

effectiveness (i.e., university students). The team may decide to use the services of additional local assistants to handle routine evaluation activities, as appropriate.

Level of Effort: It is expected that the consultant will engage at key points over the two years of the activity:

- 1) Before activity implementation begins to develop the necessary qualitative data collection tools and methodologies, and ensure that the implementing partner understands how to collect the data effectively
- 2) At the end of the first year of the activity to complete a mid-term report that summarizes the preliminary answers to the evaluations questions outline above.
- 3) At the end of the activity to conduct a final report with final answers and conclusions on the evaluations questions outlined above.

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 TEXTS OF USAID CONTRACT CLAUSES

752-7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer 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 shall be made in the contract terms and conditions, including price.

All questions concerning the administration of this award shall be sent to the Contracting Officer. It is the responsibility of the Contractor to inform the Contracting Officer of requests that affect any and all sections of this award. The Contracting Officer is located at:

Office of Acquisition and Assistance (OAA)
USAID/Benin
01 Box 2012
Cotonou, Benin

G.3 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

Office of Acquisition and Assistance
USAID/Benin
Rue Caporal Anani Bernard
01 BP 2012
Cotonou, Benin

G.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative is the Program/Communication Specialist or his/her designee at:

USAID/Benin
Office of Program Coordination (OPC)
Rue Caporal Anani Bernard
01 BP 2012
Cotonou, Benin

Telephone:

G.5 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

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

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

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

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

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

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

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

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

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

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

G.6 PAYING OFFICE

USAID/Benin
Office of Financial Management
Rue Caporal Bernard Anani
01 BP 2012
Cotonou, Benin

G.7 ACCOUNTING AND APPROPRIATION DATA

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

As stated herein, the Contracting Officer shall be the only individual on behalf of USAID authorized to:

- a) Waive any requirement of this solicitation;
- b) Modify any term or condition of this RFP; and
- c) Accept any non-conforming work.

G.8 CONTRACTOR'S PAYMENT ADDRESS

[To be filled in at time of Award]

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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

H.2 AUTHORIZED GEOGRAPHIC CODE

Any commodities that must be purchased by the Contractor in order to fulfill the terms of the Contract may be purchased locally provided that (1) commodities with a value of under US\$5,000 may be purchased with an origin and nationality of Code 935 (any country other than the following: Libya, Vietnam, Cuba, Laos, Iran, North Korea, and Syria) and (2) any commodity with a value over US\$5,000 must be of U.S. source and origin unless a written waiver is obtained in advance from USAID. Any commodities that must be purchased by the Contractor in order to fulfill the terms of the contract and that are not available locally must be of U.S. source, origin and nationality unless a written waiver is obtained in advance from USAID. The terms "source", "origin" and "nationality" are defined in 22 CFR 228.01 and 22 CFR 228.14, copies of which will be provided to the Contractor.

H.3 EXECUTIVE ORDER ON TERRORISM FINANCING

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

[END OF SECTION H]

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

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.213-1	FAST PAYMENT PROCEDURE	FEB 1998
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.217-8	OPTION TO EXTEND SERVICES	NOV. 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-16	PROGRESS PAYMENTS	APR 2003
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.243-1	CHANGES--FIXED PRICE	AUG 1987
	ALTERNATE I	(APR 1984)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED	
	AFTER AWARD	JUNE 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.242-70	PERIODIC PROGRESS REPORTS	OCT 2007
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
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7025	APPROVALS	APR 1984
752.7033	PHYSICAL FITNESS	JUL 1997

I.2 52.232-25 PROMPT PAYMENT (OCT 2003)

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

(a) Invoice payments--

(1) Due date.

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

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

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

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

(2) Certain food products and other payments.

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

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

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

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

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

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

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

(i) Name and address of the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The

constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

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

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

(7) Additional interest penalty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (FEB 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (iv) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (v) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (vi) 52.244-6, Subcontracts for Commercial Items. (AUG 2009).
- (vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

- (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)(Pub. L. 109-282)(31 U.S.C. 6101 note).
- (ii) 52.232-1, Payments (APR 1984).
- (iii) 52.232-8, Discounts for Prompt Payment (FEB 2002).
- (iv) 52.232-11, Extras (APR 1984).
- (v) 52.232-25, Prompt Payment (OCT 2008).
- (vi) 52.233-1, Disputes (JUL 2002).
- (vii) 52.244-6, Subcontracts for Commercial Items (JAN 2011).
- (viii) 52.253-1, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

- (ii) 52.222-20, Walsh-Healey Public Contracts Act (OCT 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (v) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (vi) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351), *et seq.* (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (AUG 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
- (viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be--
- (A) Delivered;
 - (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
 - (C) Furnished by the Contractor for use by the Government; or
 - (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)
- (ix) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--
- (A) Is set aside for small business concerns; or
 - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).
- (x) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

(ii) 52.211-17, Delivery of Excess Quantities (SEP 1989) (Applies to fixed-price supplies).

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights -

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

[END OF SECTION I]

SECTION J: LIST OF ATTACHMENTS

1. Standard Form 33: Solicitation Schedule

[END OF SECTION J]

SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS.

N/A

[END OF SECTION K]

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address (es): <http://arnet.gov/far/> (FAR) <http://www.usaid.gov/pubs/ads/300/aidar.pdf> (AIDAR); a Word version of the AIDAR is also available at <http://www.usaid.gov/pubs/ads/300>.

**L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
(Apr 2008)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see [Subpart 32.11](#)) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and ZIP Code.

(iv) Company mailing address, city, state and ZIP Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(c) System for Award Management (SAM) Registration

Please register/update your company's profile in SAM as soon as possible. The link to access the SAM website is: <https://www.sam.gov/portal/public/SAM/>.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from this page. User guides and webinars are available under the Help tab.

L.3 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

a) Definitions. As used in this provision--

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

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

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an, 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 otherwise specified, and will include Saturdays, Sundays, and legal holidays. If however the last day falls on a Saturday, Sunday, or legal holiday, then the period shall be the next working day.

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

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

(1) Electronic submission of proposals shall be sent as follows:

Cosmas Apedo at apedo@usaid.gov and oaadocs@usaid.gov.

Hard copies may also be submitted to the following address:

Cosmas Apedo
Acquisition & Assistance Specialist
USAID/Benin
Office of Acquisition & Assistance (OAA)
01 BP 2012
Rue Caporal Bernard Anani
Camp Guezo, Cotonou, Benin

Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available). If you are a subsidiary, please provide the name and address of your parent company;
- (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 including your corporate organizational chart with number of employees; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

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

(i) Offerors are responsible for submitting proposals, and any modifications *or* revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 3:00 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 3:00 p.m. one working day prior to the date specified for receipt of proposals; or

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

(3) It is the only proposal received.

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

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

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

- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in CFA as per the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- e) (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—
- (1) Mark the title page with the following legend: “This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
- (2) Mark each sheet of data it wishes to restrict with the following legend: “Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”
- f) Contract award.
- (1) The Government intends to award a contract 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 offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial

proposal should contain the offeror's best terms from a cost or price and technical standpoints. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

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

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

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

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

[END OF SECTION L]

SECTION M: EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

- a) The Government may award a contract without discussions with offerors in accordance with FAR 52.215-1.
- b) The Government intends to evaluate offerors in accordance with Section M of this RFP and make contract award to the responsible offeror(s) whose proposal(s) represent(s) the best value to the U.S. Government.
- c) The submitted technical information will be scored by a Technical Evaluation panel using the technical criteria shown below. When evaluating the competing offerors, the Government will consider the written qualifications/capability information provided by the offerors, and any other information obtained by the Government through its own research.
- d) For overall evaluation purposes, technical factors are considered significantly more important than cost/price factors.

M.2 TECHNICAL PROPOSAL FORMAT

The technical proposal will be the most important item of consideration in selection for award of this proposed activity. The proposal should demonstrate the Offeror's capabilities and expertise with activity performance evaluations. Therefore, it should be specific, complete and concise and arranged in the order of the evaluation criteria outlined below.

The Technical Proposal (in one original and 3 copies) may be submitted in French or English and should not exceed 15 pages in length. Page limitations are specified below for each section. If the application is submitted in French, prior to award, the applicant must provide an English translation of the technical and cost applications. English is the official language of this procurement. Therefore the final application should be submitted in English. In the event of inconsistency between any terms of the English application and the French application, the English language meaning shall control. Translation costs are the applicant's responsibility to bear. The Technical Proposal should consist of the following sections:

- 1) Cover Page (1 page);
- 2) Proposal Executive Summary (maximum 3 pages);
- 3) Activity Narrative (maximum 12 pages)
 - a. Technical approach of the proposal
 - b. Past performance of the Offeror
 - c. Management Plan and Institutional Capacity
- 4) Annexes
 - a. Budget
 - b. Budget narrative

Please note: This limit **does not include** the cover pages, executive summary, annexes, resumes (no more than 2 pages each) and other supporting documentation. Proposals should be in MS Word and/or Excel on letter paper (8-1/2 by 11 inch), single spaced, 11 pitch or larger type font "Times New Roman", and have at least one inch margins on the top, bottom and both sides and tabs to distinguish each section.

Proposals may contain matrices, tables and figures if they synthesize needed information. Proposals may contain text boxes, and text may be in no smaller than 10-point font, as long as the boxes are formatted so as to not unduly interfere with readability.

a) Cover Page: A single page (1) with the names of the organizations/institutions involved in the proposed proposal. In addition, the Cover Page should include information about a contact person for the Offeror,

including this individual's name (both typed and his/her signature), title or position with the organization/institution, address, e-mail address and telephone and fax numbers. Also state whether the contact person is the person with authority to contract for the Offeror, and if not, that person should also be listed.

b) Proposal Executive Summary: A brief description (3 page maximum) of proposed activities, goals, and anticipated results (both quantitative and qualitative). Briefly describe technical and managerial resources of your organization. Describe how the overall activity will be managed. State the funding request from USAID and the funding to come from other sources (state sources and amounts) for the proposed activity. The proposal summary should be concise and accurate.

c) Activity Narrative: In no more than twelve pages, please describe your proposed strategy and approach and the experience and personnel capabilities of the Offeror, excluding resumes/curriculum vitae and other attachments. The narrative should provide a clear description of what the Offeror proposes to do and the proposal's structure should reflect the selection criteria listed below. The following sections should be included:

Technical Approach

The description of the technical approach should include:

- a) An Evaluation Approach that includes a clear description of the conceptual approach and the general strategy (i.e. methodology and techniques) being proposed; and explains how the approach is expected to address the evaluation questions. Offerors are encouraged to propose innovative methods designed to meaningfully engage the community and implementing partner in addressing the evaluation questions.
- b) A discussion of the methodology for selecting the communities with which they will be working and how the selection process will contribute to achieving the evaluation objectives.
- c) An implementation plan including the main activities of the evaluation. List on the vertical axis the activities, and on the horizontal axis the following information: (a) name of implementer(s); and (b) time frame, noting estimated dates of completion. The Offeror is encouraged to propose innovative implementation mechanisms to reach the desired results and an aggressive but realistic schedule of activities as steps toward achieving proposed results. The implementation plan should clearly outline links between the proposed results and conceptual approach, and should include a realistic timeline for completing the evaluation. This plan will be considered illustrative for the purpose of evaluating proposals; however, once the award is made, finalizing the implementation plan will be a key activity.

Organizational Past Performance

Describe at least three activities which the organization, both the primary Offeror and any partners substantially involved in implementation, has implemented involving similar or related evaluations over the past six years. Offerors should include the following:

- a) Name and address of the donors for which the evaluation was performed and primary location(s) of evaluation;
- b) Current telephone number and e-mail address of a responsible representative of the organization for which the evaluation was performed;
- c) Contract/grant name and number (if any); annual amount received for each of the last six years; beginning and ending dates; and
- d) A brief description of the performance evaluation activity.

USAID may contact references and use the past performance data regarding the organization, along with other information to determine the Offeror's responsibility. The US Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources inside or outside the US Government.

Management Plan and Institutional Capacity:

As part of the technical proposal, Offerors must submit a Management Plan. The Offeror should specify the organizational structure of the entire activity team, and describe how each of the components will be managed. "Implementing partners" are organizations that will have substantial implementation responsibilities. The management plan should identify potential implementing partners and clearly state the responsibilities of each proposed implementing partner in conducting the evaluation.

Offerors must also offer evidence of their technical and managerial resources and expertise (or their ability to obtain such) in evaluation management and their experience in managing similar activities in the past. Information in this section should include the following information:

- a) Brief description of organizational history and experience;
- b) Sub-recipient or subcontractor capabilities and expertise, if applicable;
- c) Proposed field management structure and financial controls;

M.3. COST PROPOSAL (in two copies) that include:

I. Budget

Offerors must submit an overall summary budget as well as a detailed annual budget.

II. Budget Narrative

To support the costs proposed, please provide a detailed budget narrative for all costs that clearly identifies the basis of all costs, such as market surveys, price quotations, current salaries, historical experience, etc. The combination of the cost data and breakdowns specified above and the budget narrative must be sufficient to allow a determination of whether the costs estimated are reasonable and realistic. Each component should be in sufficient detail broken down by unit of necessary items to perform the task.

M.4 EVALUATION FACTORS

The criteria presented below have been tailored to the requirements of this particular request for proposals (RFP). Offerors should note that these criteria serve to:

- (a) identify the significant matters which Offerors should address in their proposals and
- (b) set the standard against which all proposals will be evaluated.

To facilitate the review of proposals, Offerors should organize the narrative sections of their proposals in the same order as the selection criteria.

1) Technical approach of the proposal (40 points)

- a) Offeror demonstrates a clear understanding of evaluation objectives and key questions to be addressed and has proposed a strong methodology capable of achieving desired results. (20 points)

- b) Offeror has proposed a strong methodology for selecting the communities to be evaluated. (10 points)
- c) The proposal includes a work plan with activities that are clear, and results that are achievable. (10 points)

2) Past performance of the Offeror (30 points)

The past performance of an Offeror will serve as an indicator of the quality of its future performance. An Offeror must provide a list of all performance evaluations conducted in the past six years. The reference information for these awards must include the performance location, a brief description of the work performed, and a point of contact list with current telephone numbers.

3) Management Plan and Institutional Capacity (30points)

The Offeror and any proposed sub-partners demonstrate the capacity and experience to accomplish the performance evaluation described in the RFP in collaboration with the community and implementing partner.

The staffing plan has clear roles and responsibilities for each key staff. The proposed staff exhibit the necessary skills, experience and expertise to successfully carry out the evaluation.

Team Composition and Required skills: A highly experienced team leader with 5-7 years of significant prior experience in the evaluation of similar activities in a Sub-Saharan francophone country is required. Bilingual in English and French highly desired. A team leader with experience in the usage of quantitative as well as qualitative sources of evidence is required.

S/he may employ the assistance of additional consultants as necessary and appropriate, either with specific skills (i.e., specialization in gender-focused activities, women's empowerment, or climate change) or to increase cost-effectiveness (i.e., university students). The team may decide to use the services of additional local assistants to handle routine evaluation activities, as appropriate.

(4) Cost Evaluation Criteria

Price has not been assigned a numerical weight but will be evaluated on the following:

- Cost realism,
- Cost reasonableness, and
- Cost effectiveness.

(5) Best Value

- (i) Technical evaluation factors are significantly more important than cost or price. Offerors are reminded that the Government is not obliged to award the contract on the basis of the lowest proposed cost or to the offeror with the highest technical evaluation score. Therefore, after the final evaluation of the proposals, the Contracting Officer may make the award without discussion to the responsible offeror whose proposal offers the best value to the Government, considering both technical and cost factors.
- (ii) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

- (iii) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

[END OF SECTION M]