



USAID | INDONESIA

FROM THE AMERICAN PEOPLE

Issuance Date :	February 25, 2015
Questions Due Date:	March 17, 2015
Questions Due Time:	2:00PM, Jakarta Time
Closing Date:	April 27, 2015
Closing Time:	2:00PM, Jakarta Time

SUBJECT: Request for Proposal (RFP) No. SOL-497-15-000010
Monitoring and Evaluation Support (M&E Support)

The United States Agency for International Development (USAID) is seeking proposals from qualified organizations interested in providing the services described in the attached Request for Proposals (RFP). USAID anticipates awarding a Cost-Plus-Fixed-Fee completion type contract, with a total estimated cost in the range of \$15 to \$20 million, covering a total estimated period of five years. The contract period is comprised of a basic period of three years and two one-year option periods.

This procurement will be conducted under full and open competition procedures, pursuant to Part 15 of the Federal Acquisition Regulation (FAR) (48 CFR Chapter I). USAID encourages the participation to the maximum extent possible of small business concerns, small disadvantaged business concerns and women-owned small business concerns in this activity, as the prime Contractor or as Sub-contractor, in accordance with Part 19 of the FAR.

Proposals are to be submitted to USAID/Indonesia no later than the closing date stated above, to the place designated in Section L for receipt of proposals. The proposal, and any modifications submitted after the initial proposal, shall be submitted in accordance with the instructions provided in Section L. The details associated with the submission requirements for Offerors' proposals are outlined in Section L of this solicitation. If the proposal is received after the closing date and time, or if it is incomplete, it will not be accepted nor considered unless authorized by the Contracting Officer pursuant to FAR 15.208.

Issuance of this Request for Proposal (RFP) does not constitute an award commitment on the part of the US Government (USG). The USG reserves the right to reject any offer received in response to this request. Final award cannot be made until funds have been fully appropriated, allocated and committed through internal USAID procedures. USAID shall not be liable for any costs incurred by Offeror in the preparation and submission of proposal.

All questions, comments, requests for clarifications must be sent to proposals-indo@usaid.gov no later than the date and time indicated above. Questions will not be entertained after this date.

If substantive questions are received which affect the response to the solicitation or if changes are made to the closing date and time as well as other aspects of the RFP, this solicitation will be amended. Any amendments to this solicitation will be issued and posted on the Federal Business Opportunities (FBO) website. The worldwide web address is www.fbo.gov. Offerors are encouraged to check this website periodically.

Thank you for your interest and we look forward to your participation.

Sincerely,

/s/
Patrick J. Wilson
Contracting Officer
USAID/Indonesia

Attachment: RFP No. SOL-497-15-000010

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)		RATING	PAGE 3 OF 116 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER SOL-497-15-000010	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 02/25/2015	6. REQUISITION/PURCHASE NUMBER REQ-497-15-000032
7. ISSUED BY USAID/Indonesia, US Embassy Annex, Gedung Sarana Jaya, Jl. Budi Kemuliaan I/1, Jakarta, 10110 Indonesia		8. ADDRESS OFFER TO (If other than item 7) U.S. Agency for International Development, Office of Acquisition and Assistance (OAA), US Embassy Annex, Gedung Sarana Jaya, 15th Fl, Jl. Budi Kemuliaan I/1, Jakarta, 10110 Indonesia			

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

SOLICITATION

9. Sealed offers in original and Five (5) copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in OAA, USAID/ Indonesia until 14:00 local time 04/27/2015
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Yulian Christanti, A&A Specialist	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS proposals-indo@usaid.gov
	AREA CODE 6221	NUMBER 34359000	EXT. 0		

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT <small>(See Section I, Clause No. 52.232-8)</small>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
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14. ACKNOWLEDGMENT OF AMENDMENTS <small>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</small>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER <small>(Type or print)</small>	
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 253 (c)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN <small>(4 copies unless otherwise specified)</small>	ITEM
24. ADMINISTERED BY (If other than Item 7) U.S. Agency for International Development, Office of Acquisition and Assistance (OAA), US Embassy Annex, Gedung Sarana Jaya, 15th Fl, Jl. Budi Kemuliaan I/1, Jakarta, 10110 Indonesia		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) Patrick J. Wilson, Contracting Officer USAID/Indonesia		27. UNITED STATES OF AMERICA <small>(Signature of Contracting Officer)</small>	
		28. AWARD DATE	

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

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PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES/PRICES

B.1 PURPOSE

The purpose of this Contract is to support the implementation of the Country Development Cooperation Strategy (CDCS) for FY 2014 – FY 2018 by providing monitoring and evaluation (M&E) and other relevant technical and/or advisory services to USAID/Indonesia as described in detail in Section C, Statement of Work.

B.2 CONTRACT TYPE AND CONTRACT SERVICES

This is a Cost-Plus-Fixed-Fee (CPFF) completion contract. For the consideration set forth below, the Contractor shall provide for and accomplish the performance objectives and deliverables described in Section C and the additional requirements in Section F in accordance with the performance standards specified therein.

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

B.3.1 Base Contract Period (Years 1, 2, and 3)

a. The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is \$(to be inserted upon award). The fixed fee, if any, is \$(to be inserted upon award). The total estimated cost plus fixed fee, if any, is \$ (to be inserted upon award).

b. Within the estimated cost plus fixed fee (if any) specified in paragraph B.3.1 (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$(to be inserted upon award). The Contractor shall not exceed the aforesaid obligated amount nor will the Government be responsible for costs incurred should the Contractor do so.

c. Funds obligated hereunder are anticipated to be sufficient through (to be determined at time of award).

B.3.2 Contract Option Periods (Year 4 and Year 5)

a. The estimated cost for the performance of the work for Option Year 1, exclusive of fixed fee, if any, is \$(to be inserted upon award). The fixed fee, if any, is \$(to be inserted upon award). The total estimated cost plus fixed fee, if any, is \$ (to be inserted upon award).

b. The estimated cost for the performance of the work for Option Year 2, exclusive of fixed fee, if any, is \$(to be inserted upon award). The fixed fee, if any, is \$(to be inserted upon award). The total estimated cost plus fixed fee, if any, is \$ (to be inserted upon award).

c. In the instance where a contract option period is exercised by the Government, the Contracting Officer will add the Base Contract Period estimated cost and fixed fee, and exercised Contract Option Period(s) estimated cost and fixed fee to arrive at a grant total estimated cost and fixed fee for the contract.

B.4 PRICE SCHEDULE

The Contract Line Items (CLINs) prices are based on the Contractor’s final proposal, which was accepted by USAID through award of this contract, and which is incorporated herein by reference and made a part of this contract. The Contractor’s final proposal revision may be used to substantiate negotiated agreement between the parties to this contract, but shall not supersede any terms and conditions of this contract.

Without prior written approval of the Contracting Officer, the Contractor may not exceed the total estimated cost set forth in the budget hereunder or the obligated amount, whichever is less. The Contractor is not allowed to exceed any Contract Line Item nor is authorized to shift funding between Contract Line Items without prior written approval of the Contracting Officer. The fee is fixed according to the Contract Summary Budget and the terms of this contract.

<u>Description</u>	<u>Contract Basic Performance Period</u>			<u>Contract Option</u>	
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
<u>Contract Line Items</u>					
CLIN 001 - Component 1:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Performance Monitoring Support					
Fixed Fee (if any)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
CLIN 002 - Component 2:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Collaboration, Learning and Adapting					
Fixed Fee (if any)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
CLIN 003 - Component 3:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Evaluations and Technical Assistance					
Fixed Fee (if any)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Estimated Cost	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Fixed Fee (if any)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Estimated Cost Plus Fixed Fee (if any)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

B.5 REIMBURSABLE COSTS

The U.S. dollar costs reimbursable must be limited to those costs determined to be necessary allocable, allowable, and reasonable as determined in accordance with FAR 31 (Contract Cost Principles); OMB-21 (Cost Principles for Educational Institutions), 2 CFR 230 (Cost Principles for Non-Profit Organization), FAR 52.216-7, (Allowable Cost and Payment), and FAR 52.216-8, (Fixed Fee), if applicable, and AIDAR 752.7003 (Documentation for Payment).

B.6 INDIRECT COST

The Contractor is allowed to recover applicable indirect costs (i.e., overhead, G&A, etc.) on other direct costs (ODCs), if it is part of the Contractor’s usual accounting procedures, consistent with FAR Part 31, and an approved Negotiated Indirect Cost Rate Agreement (NICRA).

Pending establishment of revised provisional of final indirect cost rates for each of the Contractor’s accounting periods which apply to this contract, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates applied to the bases which are set forth below:

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Type of Rate:					
Base of Application:					
Period:					

(To be determined at time of award)

B.7 ADVANCE UNDERSTANDING ON CEILING INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS

B.7.1 For each of the Contractor’s accounting periods during the term of this contract, the parties agree as follows:

(1) The distribution base for establishment of final overhead rate is _____.

(2) The distribution base for establishment of final G & A rate is _____.

B.7.2 The Contractor will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the Contracting Officer.

B.7.3 Reimbursement for indirect costs shall be at final negotiated rates, but not in excess of the following ceiling rates:

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Type of Rate:					
Base of Application:					
Period:					

(To be determined at time of award)

B.7.4 The U.S. Government will not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates. If the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform with the lower rates.

B.7.5 This understanding shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance. Any changes in classifying or allocating indirect costs require the prior written approval of the Contracting Officer.

B.8 FIXED FEE - FAR 52.216-8 (JUN 2011)

Fixed Fee Payment. USAID paying office ordinarily pays the Contractor a percentage of a fixed fee that directly corresponds to the percentage of allowable costs being paid. Two exceptions to paying fixed fee in this manner apply:

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

END OF SECTION B

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

I. Background

USAID in Indonesia and the CDCS: USAID's program is the cornerstone of U.S. Government development efforts in Indonesia, the world's largest Muslim-majority nation and third largest democracy. Indonesia is immense and diverse: 240 million people speak hundreds of languages and 17,000 islands span three time zones. Having undergone a democratic transformation in the last decade and now a member of the G-20, Indonesia is a regional and global player. It is also an environmental superpower, with the world's second greatest biodiversity and third highest greenhouse gas emissions. While economic growth now exceeds 6%, nearly half its population lives on less than \$2 per day. Indonesia struggles with fragile institutions, endemic corruption, terrorism, and rising intolerance. The United States has a strategic interest in Indonesia's success, recognized by President Obama's launch of the U.S.-Indonesia Comprehensive Partnership, a forward-looking, all-encompassing collaboration agenda.

USAID is a major contributor to the Comprehensive Partnership. It is responsible for over \$100 million of programming annually in health, education, environment, and governance. It is also implementing ambitious reforms - USAID Forward - to simplify procurement, build local organizational capacity, improve monitoring and evaluation, and grow internal talent.

The USAID/Indonesia CDCS is a five-year strategy that focuses on USAID-implemented assistance and related U.S. Government (USG) non-assistance tools. USAID/Indonesia has worked closely with the Government of Indonesia (GOI) and Indonesian citizens, civil society organizations, the private sector, multi-lateral organizations, other donors, the Department of State, and other USG agencies to develop the CDCS.

The goal of this strategy, "A stronger Indonesia advancing national and global development," reflects Indonesia's own aspirations for 2005-2025: "Indonesia that is self-reliant, advanced, just, and prosperous" (BAPPENAS, 2007, pg. 33). Indonesia must address both its internal development gaps and its external development opportunities as it transitions from a traditional aid recipient to a partner and co-investor in development. USAID's investment over the next five years will focus on four Development Objectives:

1. Democratic governance strengthened
2. Essential human services for the poorest and most vulnerable improved
3. Global development priorities of mutual interest advanced
4. Collaborative achievement in science, technology and innovation increased

While the first two Development Objectives focus on internal development concerns, the others are more outward looking, including working with Indonesia in other countries. Across the strategy, USAID will be a co-investor along with Indonesian public and private institutions. USAID will build strong relationships with the GOI, civil society and the private sector, and work closely across the U.S. Embassy, to promote a strong, democratic Indonesia.

USAID's new CDCS also focuses on relationship building with key stakeholders across Indonesia and in the United States. Through the Development Outreach and Communications (DOC) team and implementing partners, USAID develops strategic communications aimed at audiences critical to achieving USAID/Indonesia's vision for the next five years. These communications activities help inform the Indonesian public by showing assistance in action and generate Indonesian

goodwill toward the United States and the American people. They also increase and deepen USAID's relationships in existing and new sectors of work with a wide range of partners through targeted messaging tailored to each respective audience. The Mission measures progress on these activities through press coverage, focus groups, opinion surveys, expansion of USAID partnerships, and social media metrics.

Monitoring and Evaluation in USAID: All planning and implementation of USAID programming is governed by the [Automated Directives System](http://www.usaid.gov/who-we-are/agency-policy) (ADS) (<http://www.usaid.gov/who-we-are/agency-policy>) and various agency policy and strategy documents; including the [USAID Evaluation Policy](http://www.usaid.gov/evaluation) (<http://www.usaid.gov/evaluation>) and [Gender Equality and Female Empowerment Policy](http://transition.usaid.gov/our_work/policy_planning_and_learning/documents/GenderEqualityPolicy.pdf) (http://transition.usaid.gov/our_work/policy_planning_and_learning/documents/GenderEqualityPolicy.pdf) among others. Mission Orders (relevant ones include Performance Monitoring, Evaluation, and Portfolio Reviews) provide mission-specific procedures and responsibilities to implement the ADS and other USAID policies.

USAID's Program Cycle (see ADS 200.4 through 200.5) is a process to define specific strategic priorities, plan and implement development projects, evaluate results in light of those priorities, and incorporate conclusions into budget, program management, and project design decisions. A strengthened and integrated Program Cycle enables more effective interventions and maximized development impacts. It will allow USAID/Indonesia to provide:

1. Analysis and data on what is working,
2. Determine strategic opportunities and tradeoffs,
3. Evaluate projects, and
4. Feed knowledge back into programming and future policy development.

The Program Cycle provides a more strategic and evidence-based approach to justifying resources and serves as the basis for a more integrated budget cycle, ensuring that resource decisions are built around strategic plans and priorities and performance and evaluation data. The specific role of performance monitoring, learning, and evaluation within the Program Cycle is to provide evidence as to whether the intended impact was achieved and why, ultimately informing future policy direction, the budget, and the other core components of the Program Cycle.

ADS 203 defines evaluation as the systematic collection and analysis of information about the characteristics and outcome of programs and projects to improve effectiveness and/or inform decisions about current and future programming. Evaluation is situated at the intersection of two contiguous program cycles:

1. It looks back over the previous phases of the cycle to understand why results were achieved, or why they were not; and
2. It looks forward through informing future CDCS development and project designs with this evidence.

The two primary purposes of evaluation undertaken by USAID are:

1. For accountability - measuring project effectiveness, relevance and efficiency, disclosing those findings to stakeholders, including the Congress, and our beneficiaries, and using the findings to inform resource allocation and other decisions.
2. To learn - systematically generating knowledge about the magnitude and determinants of project and strategy performance to inform and improve project and strategy design and implementation.

Collaboration, Learning, and Adapting (CLA) is a concept recently adopted by USAID which attempts to systematize the way that performance information is used and helps the mission and implementing partners coordinate their efforts, collaborate for synergies, learn more quickly, and make iterative, timely course corrections.

Learning encompasses a systematic and deliberate approach to:

1. Generate, capture, share, analyze and apply information and knowledge, including performance monitoring data as well as findings from evaluations, research, practice, and experience;
2. Engage with local thought leaders and development actors to complement context indicators with deep contextual knowledge and experience;
3. Coordinate efforts within the mission and among partners and other stakeholders to increase synergies;
4. Facilitate collaborative learning and extend the mission's influence and impact beyond its project funding;
5. Combine critical analysis and periodic reflection with adaptive management processes and agile funding mechanisms to maintain relevance as new learning emerges and/or the broader context or country conditions change.

II. Objectives

The purpose of this award is to support the implementation of the Country Development Cooperation Strategy (CDCS) for FY 2014 – FY 2018 by providing monitoring and evaluation (M&E) and other relevant technical and/or advisory services to USAID/Indonesia. In order to achieve this purpose, the M&E Support project has three overarching objectives:

1. To assist USAID/Indonesia to collect, manage, and utilize indicator information in order to reveal whether desired results are being achieved and whether implementation is on track.
2. To build capacity of USAID and other development stakeholders and promote a culture of Collaboration, Learning, and Adapting.
3. To provide expert evaluation and analytical services.

III. Project Components

In pursuing the above objectives, the M&E Support project has three distinct but complementary components as described below:

Component 1 - Performance Monitoring Support: The Contractor must assist USAID/Indonesia to collect, manage, and utilize indicator information in order to reveal whether desired results are being achieved and whether implementation is on track.

USAID/Indonesia tracks the performance of the development portfolio via a series of indicators that are outlined in the CDCS Performance Management Plan (PMP). The PMP includes both performance indicators to measure progress for the CDCS Results Framework and Project Logical Frameworks, as well as context indicators for tracking the broader context within which the strategy is being implemented. The PMP includes Performance Indicator Reference Sheets

(PIRS) for each indicator. PIRS' include, among other components, a definition of the indicator, the unit of measure, the data source, known data limitations, methods of collection, and baseline values. In some cases baseline values will not be available and the Contractor will be required to collect them. The initial draft PMP has over 50 performance indicators at the Goal, DO, and IR levels. Indicators at the Sub-IR levels will be added as project-level M&E plans are finalized.

In addition to these CDCS-related indicators, USAID/Indonesia is required to track and report to USAID/Washington and the Department of State's Office of U.S. Foreign Assistance Resources (F). This performance information is submitted via the annual Performance Plan and Report (PPR) (see ADS 203.3.14), which is submitted to the President, the Congress, and the American public, and describes progress toward the achievement of long-term strategic goals and sets forth performance targets for future years. The PPR is both a vehicle for reporting on long term development objectives but also for reporting on progress specific to sources of funding and development initiatives. For example funding from the Global Health Initiative, Global Climate Change Initiative, water earmark, basic education funds, and others, is contingent on reporting on specific indicators. The FY 2013 PPR contained 83 indicators, many of which had various levels of disaggregation (men/women, urban/rural, etc.). Over 40 of these were "required as applicable".

There is substantial overlap between PPR indicators and the PMP; many of the PPR indicators are included in the PMP as DO, IR, or sub-IR level indicators. Furthermore, many of the output-level PPR indicators will be included in activity M&E plans.

The Contractor is required to implement three tasks in support of this component:

a. Performance management system

The Contractor is required to provide and maintain a system to manage all indicator information and track performance over the CDCS period. The performance management system must track at a minimum the following:

- CDCS Results Framework - Goal, Development Objectives, Intermediate Results, Sub-Intermediate Results
- Implementing mechanisms - name, award number, start date, end date, total estimated cost, etc.
- Indicators - name, unit of measurement, definition, data frequency, numerator, denominator, disaggregation, annual targets, annual results, associated results (from CDCS results framework and/or F Standard Program Structure), associated implementing mechanisms, date of last data quality assessment, etc.

Working in collaboration with the USAID/Indonesia Program Office, M&E POC, and AORs/CORs, the Contractor must update indicator information annually after the end of the USG fiscal year and provide data for the PPR. The bulk of the indicator information will come from partners' annual reports. Other indicator information will have to be collected through various sources depending on each specific case. Some will come from the internet, others direct data collection (see Objective One Component b), and still others directly from USAID.

The Contractor must prepare both regular and custom reports (e.g. for the PPR, portfolio reviews, one-off requests etc.) based on this indicator information, and work with USAID/Indonesia to develop ways of analyzing and presenting this information to stakeholders.

Throughout data collection (where practical and economical), for both context and performance indicators, the contractor must include geographic information. USAID/Indonesia has a geographic

information system (GIS) database and a dedicated GIS Specialist. The GIS database could support geographic mapping and representation of geocoded performance information. The Contractor must support this GIS function by working with the specialist and implementing partners to ensure that relevant performance information is geocoded. Once the Contractor, USAID, and implementing partners agree on which indicators can be geocoded, USAID will require implementing partners to include this additional information in their regular reporting processes.

USAID's Bureau for Policy, Planning and Learning (PPL) and the Management Bureau's Office of the Chief Information Officer is currently developing a standard data management platform (Development Information System), with a focus on performance indicator data. Though there is currently no release date or timeline for rolling it out to USAID missions, this platform may become the mandatory Agency standard and be adopted by USAID/Indonesia within the period of this contract. At such time the Contractor must migrate the Mission-level PMP and existing performance information into the new platform and help train Mission staff and implementing partners in adopting the system.

The targeted outcomes for this task include, but are not limited to:

- A performance management system that tracks at a minimum the following: CDCS Results Framework (Goal, Development Objectives, Intermediate Results, Sub-Intermediate Results), implementing mechanisms (name, award number, start date, end date, total estimated cost, etc.), indicators (name, unit of measurement, definition, data frequency, numerator, denominator, disaggregation, annual targets, annual results, associated results framework, associated implementing mechanisms, etc.);
- Portfolio Review reports;
- Ad hoc performance reports;
- Annual updates to performance and context indicator information;
- List of indicators that the contractor will provide with associated geographic information as part of updating indicator information.

b. Primary data collection

Though data for output level indicators will likely be available from implementing partners and AOR/CORs, the Government of Indonesia, or other outside sources, some of the indicators in the PMP and PPR will require further primary data collection. The Contractor must conduct surveys and data collection exercises to collect baseline information, and periodic (likely three times over the life of the program, baseline, mid, final) updates for such indicators. At the beginning of the award, the Contractor must review with USAID/Indonesia the list of indicators contained in the PMP and PPR, flag those that will require additional primary data collection, and create a plan (timeline, contracting methods, and budget) for collecting them. The Contractor may subcontract much of this work to local Indonesian survey firms and/or academic institutions. All data must include geographic location when applicable.

Samples of indicators that the Contractor may be required to collect include:

1. Percent of respondents who state that key institutions of Democracy and Governance have improved over the last year.
2. Percent of respondents who state that they have equal input into government decisions compared to other people.
3. Percent of respondents who state that they are satisfied with the GOI's delivery of basic services.

4. Percent of poor and most vulnerable who report satisfaction with delivery of essential services.
5. Average score of Science, Technology, and Innovation knowledge, attitudes and behaviors survey.
6. Proportion of target population reporting increased agreement with the concept that males and females should have equal access to social, economic, and political opportunities.

Parameters for the samples for these surveys will be determined by USAID and communicated to the Contractor. Some will likely be nationwide/regional opinion surveys, while others would be targeted towards specific groups (e.g. the academic community).

The targeted outcomes for this task include, but are not limited to:

- Data collection plan and budget;
- Baseline data and periodic updates of indicator information.

c. Data quality

The Contractor must work with USAID/Indonesia staff and implementing partners to ensure data collected for the PMP and PPR are as complete and consistent as management needs and resources permit. As part of the Performance Management Systems the Contractor must maintain a calendar and record of Data Quality Assessments (DQAs). The Contractor must build the capacity of USAID Program Office, AOR/CORs and implementing partners to plan and conduct DQAs. According to DQA (or audit) findings, the Contractor must work in collaboration with the AOR/CORs and implementing partners to take remedial action and to refine and improve data collection and management systems. As per the ADS 203.3.11.2, the Government Performance and Results Modernization Act (GPRMA) requires that DQAs be completed for each indicator reported externally, which includes PPR indicators, at least once every three years, and that DQAs and data quality issues be documented in the Mission Performance Indicator Reference Sheets. The majority of USAID/Indonesia's current PPR indicators were reviewed and DQAs updated by December 2014, therefore during the course of this contract it is likely that only one major update of DQAs will be necessary.

The targeted outcomes for this task include, but are not limited to:

- Data Quality Assessments (DQA) Plan;
- Training needs for USAID/Indonesia employee and implementing partners requiring specific remedial training.

Component 2 - Collaboration, Learning and Adapting: As USAID/Indonesia implements the CDCS assistance portfolio we are striving to implement a Collaboration, Learning, and Adapting (CLA) agenda to ensure that the CDCS works as a "living strategy," providing guidance and reference points not only for implementation but also for learning and course correction as needed. CLA can increase the effectiveness and extend the reach of USAID/Indonesia's program and support the Mission in operationalizing its goal of achieving a mature partnership with the Government of Indonesia (GOI) aimed at a stronger Indonesia advancing national and global development.

The Contractor is required to implement three tasks in support of this component:

a. Facilitating collaboration and learning events

The Contractor must facilitate collaboration and learning by organizing a series of events and workshops among USAID, USAID partners, GOI, civil society, beneficiaries and other development stakeholders. Workshops will provide a forum for sharing best practices, summarizing lessons learned from evaluations and analyses, discussing changes to the development context in Indonesia related to the critical assumptions outlined in the CDCS, reviewing progress towards the achievement of DOs, and determining whether the CDCS and DOs remain relevant in light of the changing development context. The Contractor must organize logistics for the events, covering costs of non-USAID participants, providing a venue, facilitation and soliciting and organizing content (such as presentations, round table discussions, technical discussions, contests, networking opportunities etc.) from among participating stakeholders.

The targeted outcomes for this task include, but are not limited to:

- At least 12 workshops over the period of performance.

b. Collaboration and learning e-newsletter

The Contractor must compile a quarterly collaboration and learning e-newsletter containing information such as updates on major milestones within “projects”, impact statements that use data to demonstrate concrete results, stories highlighting innovative work being done among USAID partners or done by others but related to CDCS development objectives, and profiles highlighting particular collaborative partnerships. The Contractor must develop a distribution list of development stakeholders, and provide statistics on reach and readership.

The targeted outcomes for this task include, but are not limited to:

- Developing and maintaining a distribution list, and producing quarterly E-newsletters, with metrics to demonstrate to USAID how many people opened the newsletter and which specific articles were accessed.

c. Performance management trainings

The Contractor must conduct a series of trainings for development stakeholders (including USAID, implementing partner staff, GOI, etc.) to build their capacity in monitoring and evaluation. Training will likely include an overview training on USAID M&E processes for new awardees that do not have previous experience with USAID, as well as remedial training for implementing partners on specific issues arising from DQAs or audits. Rather than develop original course material, the Contractor should draw from and adapt training curricula and materials from ongoing and future training courses contracted through PPL/LER. The Contractor must ensure all training reflects the current USAID guidance, procedures and tools.

Specific targeted outcomes for this task include, but are not limited to:

- At least 20 one-day training sessions for USAID/Indonesia staff, USAID’s implementing partners, and/or GOI on USAID-specific monitoring and evaluation topics over the life of the award.

Component 3 - Evaluations and Technical Assistance

At USAID's direction, the Contractor must convene teams of independent experts to conduct evaluations and other technical assistance and analytical work. Several months prior to the expected beginning of any given evaluation, technical assistance or analytical work, USAID/Indonesia will provide a draft Statement of Work (SOW) to the Contractor. The Contractor must provide feedback on the evaluation SOW and help USAID/Indonesia's Program Office and AOR/CORs refine the evaluation methodology. After the Contractor and USAID/Indonesia have agreed to the terms of the evaluation and expectations for key personnel, the Contractor must provide a technical proposal (including evaluation methodology, work plan, and detailed budget) and CVs of proposed key personnel for final approval. The Contractor should draw from Indonesian technical experts for the majority of LOE on evaluations. USAID/Indonesia strongly recommends the Contractor to sub-contract -- to the maximum extent possible -- with local firms and academic institutions (including USAID university partners, where appropriate) for research, surveys, data collection, and data analysis.

a. Evaluations

The Contractor must collaborate with USAID/Indonesia to refine and manage USAID's Evaluation Plan from the CDCS PMP.

The Contractor must conduct a series of Mid-Term and Final Performance Evaluations (see definition of "performance evaluation" in ADS 203). As the Contractor and USAID/Indonesia collaborate and refine the CDCS PMP Evaluation Plan, USAID will direct the Contractor on the number and scope of evaluations. Some evaluations may be contracted through different mechanisms. Some evaluations will be at the Development Objective level, others at the project level (covering several grants/contracts that are working towards a common higher objective), and others would be examining selected individual implementing mechanisms. The Contractor must ensure that questions defined in the evaluation plan are evaluable and maintain a calendar outlining intermediate steps in preparing for evaluations.

At USAID's direction, the Contractor must conduct one Impact Evaluation (see definition of "impact evaluation" in ADS 203).

All evaluations must conform to ADS 203 and the USAID Evaluation Policy (<http://www.usaid.gov/sites/default/files/documents/1868/USAIDEvaluationPolicy.pdf>). Evaluation reports will be reviewed based in part on criteria outlined in Summary Checklist for Assessing USAID Evaluation Reports (http://usaidlearninglab.org/sites/default/files/resource/files/mod11_summary_checklist_for_assessing_usaid_evaluation_reports.pdf).

b. Technical Assistance

Throughout the course of implementing the CDCS USAID/Indonesia may require ad hoc analyses, assessments, or studies to inform management decisions. Such analyses could include political economy analyses, operations research, policy research, sector analyses, environmental impact assessments, reviews of marking and branding compliance, reviews of partners' data quality environmental management and mitigation plan compliance, etc. They will likely include

many of the required analyses (outlined in the ADS) in preparation for the strategy following the CDCS. The Contractor must perform these analyses and studies at USAID's direction. The Contractor should bring in local experts, firms, and/or academic institutions to contribute to such work.

IV. Management Modality

The Contractor must use a combination of core staff to manage regularly scheduled work and deliverables (for example, Components 1 and 2), and bring in additional local or expatriate short-term advisors, experts and specialists to conduct periodic or one-off tasks (such as specific deliverables under Component 3).

1. Core Staff:

The Contractor must establish an office and operations in Jakarta and maintain them through the period of the contract. The Contractor must determine the necessary mix of staff to carry out the project. It is expected that a small team of core staff will be required to manage the project in Jakarta, though others need not be located in Jakarta. Where possible, the Contractor is encouraged to utilize Indonesian staff for core staff positions. Given the close working relationship with USAID/Indonesia, the Contractor should make an effort to set up an office in close proximity to USAID.

There are three Key Personnel as part of the Core Staff with defined requirements. When recruiting Key Personnel or making changes thereto, the Contractor must forward the names and resumes of selected candidates to the USAID/Indonesia Contracting Office's Representative (COR) for approval before hiring decisions are finalized. All Key Personnel require the Contracting Officer's written consent prior to any placement under this project.

- a. Chief of Party (COP) (full time, over the life of project):** Responsible for overall project management, quality and timeliness of deliverables, external representation, and coordination with USAID COR. The COP is responsible for establishing an office in Jakarta, recruiting Core Staff, and establishing a network of qualified professionals to serve as short term technical advisors. The COP provides strategic vision for managing the Components and Tasks and will oversee project activities to ensure quality work and compliance with contractual obligations and results. The COP is responsible for the quality and performance of work that is sub-contracted to other partners.

Requirements:

1. Master's degree in international development, strategic planning, project design and implementation, monitoring and evaluation methodologies, or a related field;
2. Minimum 7 years of experience managing and/or evaluating international development projects;
3. Demonstrated experience leading teams and/or managing an office with a diverse staff;
4. Demonstrated experience in performance monitoring, tracking data quality, data management, and/or training in performance management topics;
5. Demonstrated experience in evaluation methodology, statistical analysis, experimental design, and/or data collection and analysis;
6. Experience working with a diverse group of stakeholders, including donor/development organizations, government officials, civil society leaders, community leaders, and project beneficiaries;
7. Experience building organizational capacity in monitoring and evaluation and/or

- training individuals in monitoring and evaluation;
8. Familiarity with the USAID Automated Directive System (ADS), in particular the 200 series, and knowledge of development trends required.

b. Monitoring and Evaluation Expert (M&E Expert) (full time, over the life of project):

The M&E Expert is the primary subject matter expert for performance management and evaluation tasks. The M&E Expert is responsible for planning and coordinating evaluations and technical assistance tasks, as well as managing the performance management system, and providing technical expertise for performance management training.

Requirements:

1. Master's degree in international development, statistics, monitoring and evaluation methodologies, or a related field;
2. Minimum 7 years of experience monitoring and evaluating international development, social welfare, health, and/or education projects;
3. Experience in Indonesia required, native proficiency in Bahasa Indonesia required;
4. Demonstrated experience in performance monitoring, assessing and tracking data quality, data management, and/or training in performance management topics;
5. Demonstrated experience in evaluation methodology, experimental design, statistical analysis, sampling methodology and/or data collection and analysis;
6. Demonstrated experience conducting primary data collection;
7. Experience building organizational capacity in monitoring and evaluation and/or training individuals in monitoring and evaluation preferred.

c. Collaboration, Learning and Adapting/Training Advisor (CLA Advisor) (full time, over the life of project):

The CLA Advisor is the primary subject matter expert for Collaboration, Learning and Adapting. The CLA Advisor is responsible for coordinating CLA events and the newsletter, expanding the network of professionals and institutions that collaborate on performance management and evaluation tasks for the contract, lead training tasks, and efforts to ensure evaluation findings and recommendations are transparent and distributed to relevant stakeholders.

Requirements:

1. Master's degree in international development, statistics, adult education, organizational learning, or a related field;
2. Minimum 5 years of experience in adult education, organizational learning, knowledge management, and/or monitoring and evaluating international development, social welfare, health, and/or education projects;
3. Experience in developing countries required, experience in Indonesia preferred;
4. Demonstrated experience planning and implementing training courses for adult professionals on topics related to international development assistance; preferably on performance management topics;
5. Experience building organizational capacity in monitoring, evaluation, and strategic learning preferred.

2. Local and Expatriate Short Term Technical Advisors:

The Contractor must identify and convene technical advisors on an as-needed basis to conduct specific tasks and provide specific deliverables (primarily tasks under Component 2 (c), and Component 3). The Contractor must be able to provide Short Term Technical Advisors that have expertise spanning the breadth of the CDCS development portfolio, including cross-cutting issues such as gender, private sector partnership, etc.

- a. Senior Technical Advisors must have advanced degrees in their areas of subject matter expertise and at least twelve years of work experience. Senior Technical Advisors must also demonstrate experience leading strategic planning and/or performance management process in their areas of expertise. It is strongly preferred that this experience be in international development and include overseas (outside of the U.S.) experience.
- b. Mid-level Technical Advisors must have advanced degrees in their areas of subject matter expertise and at least seven years of work experience. Mid-level Technical Advisors must also demonstrate experience leading strategic planning and/or performance management process in their area of expertise. It is strongly preferred that this experience be in international development and include overseas (outside of the U.S.) experience.

Notes:

Use of local experts and sub-contractors: Rather than have full time permanent staff conducting all of the work the Contractor must hire Short Term Technical Advisors (or bring them in from the home office) on an as-needed basis for specific work, and sub-contract other firms, research institutions, or individuals. In selection of Short Term Technical Advisors and sub-contractors the Contractor must utilize, to the maximum extent possible, the expertise and capabilities of local individuals and local organizations. The Contractor must strive to ensure that during the course of evaluation, data collection, and analytical work, Indonesian experts and institutions will perform the bulk of the work, with oversight, guidance, and quality control by the Contractor. The use of local firms and experts will increase the quality of analysis by bringing a more nuanced and authentic perspective to development problems, decrease the cost of the work by eliminating costly foreign travel, and contribute to national capacity development and sustainability. The Contractor is ultimately responsible for overseeing the quality of the work provided to USAID/Indonesia.

V. GENDER EQUALITY

Gender equity is a guiding principle of USAID. The Contractor must demonstrate institutional commitment to gender equality and expertise. The Contractor must track and report the level of effort of Short Term Technical Advisors by gender.

VI. ELIGIBILITY AND ORGANIZATIONAL CONFLICT OF INTEREST

The Contractor will not be eligible for bidding on development assistance awards designed and awarded under the USAID/Indonesia CDCS. If the Contractor is currently engaged in an ongoing award that was designed in support of an earlier strategy, then the Contractor will not be able to conduct any evaluations that include an examination of that award.

VII. INITIAL ENVIRONMENTAL EXAMINATION (IEE)

An IEE has been prepared and approved. Under this IEE, the M&E Support is recommended for Categorical Exclusion in accordance with Section 22 CFR 216.2(c)(2)(i) for education, technical assistance, training programs, and in accordance with 22 CFR 216.2(c)(2)(iii) for analyses, studies, academic or research workshops and meeting activities.

As required by ADS 204.5.4, the COR will actively monitor the Contractor's ongoing activities for compliance with approved IEE recommendations, and direct the modification of end activities that are not in compliance. If additional activities that are not described in the approved IEE are added to this program, an amended environmental examination must be prepared.

END OF SECTION C

SECTION D – PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

- a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.
- b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.
- c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.
- d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

D.2 BRANDING POLICY AND STRATEGY

Branding Strategy Implementation and Marking under this contract must comply with the “USAID Graphics Standards Manual” available at <http://www.usaid.gov/branding> and any successor branding policy as detailed in the Automated Directive System (ADS) Chapter 320.

In accordance to ADS 320 – Branding and Marking, and USAID’s overall policy, all awards delivered through this program should be clearly credited to the American People. This Branding Strategy outlines the framework in which materials and communication promote the program and deliver the message that the assistance is from the American People, as well as to ensure the appropriate use of the USAID identity markings. To implement the Branding Strategy, Contractor shall develop plan/(s) with different but related purposes as described below:

Objective: To ensure that the GOI, development stakeholders, the Indonesian public, and those that view products and deliverables of the contract are aware that the assistance is from the American people.

Activity Name: The name of the activity shall be “Monitoring and Evaluation (M&E) Support”. In every public event or document and in discussions with the Government of Indonesia and other counterparts, the Contractor shall identify the activity as “M&E Support” on each reference.

Positioning: Publicity materials and communications must clearly reflect the notion that this activity is provided by the American People through USAID, with the close collaboration and support of the Government of Indonesia. No other organizations or bodies must be acknowledged publicly in connection with Monitoring and Evaluation (M&E) Support. Sub grantees/Sub contracts of Monitoring and Evaluation (M&E) Support must adhere to USAID marking and branding regulations found in ADS 320.

Visibility: USAID seeks a very high level of visibility through USAID-branded public events, high-level visits, community awareness and training activities, and media coverage.

Approval Procedures: In carrying out the approved Branding Implementation Plan and Marking Plan, the Contractor must seek timely approval from the COR for all public and media documents, speeches, and event preparation forms as per USAID/Indonesia Mission outreach and communication procedures.

Anticipated Elements of Marking Plan: Deliverables to be marked include products, equipment and inputs delivered; places where activities are carried out; external public communications, studies, reports, publications and informative and promotional products; and workshops, conferences, fairs and any such events. Disclaimers will be used in the case of materials whose publication USAID is funding but not fully supporting in its contents and should read: USAID will not be held responsible for any or the whole of the contents of this publication.

Graphics Standard Manual: USAID's web page contains the electronic version of the Graphic Standards Manual that is compulsory for all Contractors.

END OF SECTION D

SECTION E – INSPECTION AND ACCEPTANCE

E.1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-3	INSPECTION OF SUPPLIES - COST REIMBURSEMENT	MAY 2001
52.246-5	INSPECTION OF SERVICES - COST REIMBURSEMENT	APR 1984

E.2. INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables will take place at:

Contracting Office's Representative (COR)
USAID/Indonesia
Program Office
U.S. Embassy Annex
Sarana Jaya Building
Jalan Budi Kemuliaan I/1
Jakarta, Indonesia 10110

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The Contracting Officer's Representative (COR) listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

E.3 CONTRACTOR PERFORMANCE EVALUATION

USAID/Indonesia will conduct management and financial evaluations of the Contractor. Management evaluations will focus on the overall management, effectiveness and performance, including: cost control, timeliness, responsiveness, and accountability. The financial evaluation will include all operational, grants, field and home office records, and may include a formal audit.

The Contractor should expect a management review by USAID/Indonesia within the first six months of the contract to ensure that all systems (management, administrative, financial, procurement and program) are in-place. It should expect a financial evaluation prior to closeout. In addition, the Contractor can expect periodic program impact evaluation (frequency depends on developments in the program and other outside factors).

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 <http://acquisition.gov/far/index.html> for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER	AUG 1989

F.2 PERIOD OF PERFORMANCE

The effective date of this contract is the date of the Contracting Officer's signature. The completion date is 36 months thereafter. USAID may unilaterally exercise the contract options provided in Section B.3 in accordance with Section F.3 and F.4. If said options are exercised, the contract's period of performance may not exceed five (5) years.

F.3 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

F.4 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a). The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expired. The preliminary notice does not commit the Government to an extension.

(b). If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c). The total duration of this contract, including the exercise of any options under this clause shall not exceed 5 (five) years.

F.5 PLACE OF PERFORMANCE

The place of performance will be within the country of Indonesia.

F.6 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance will be in accordance with FAR 42.15 'Contractor Performance Information' and corresponding USAID procedures. The Contractor's performance will be evaluated annually and at contract completion, utilizing the performance standard set forth within this contract.

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

F.7 REPORTS, DELIVERABLES AND OUTPUTS

The Contractor must submit to the COR all reports required under the contract electronically in both unlocked PDF and MSWord formats on the due dates specified.

In addition to the requirements set forth for submission in Section C and in accordance with AIDAR 752.242-70, Periodic Progress Reports, the Contractor must submit reports, deliverables or outputs as further described below to the COR. All reports must be in the English language. The Contractor must promptly notify the COR of any problems, delays or adverse conditions which materially impair the Contractor's ability to meet the requirements of the Contract.

F.7.1 Mobilization and Quick Start Activity Plan

In consultation with the COR, the Contractor must develop a start-up plan to fully mobilize personnel and offices as quickly as possible. This plan will serve as the basic blueprint for the first three months of the contract. The Contractor must submit a plan that provides a timeline and priority actions to be taken during that period to ensure quick start mobilization and outline the key tasks required to make the project fully operational. Quick start activities may commence prior to work plan approval subject to prior Mission approval.

DUE DATE:

The Contractor must submit the Mobilization and Quick Start Plan within 15 days of contract award. The start-up plan must be approved by COR.

*Note: The Contractor's Chief of Party is required to arrive in the country no later than 15-days following the contract award date.

F.7.2 Annual Work Plan

The annual work plan is the key document for contract performance against which Contractor performance, must be monitored and evaluated by both USAID and the Contractor. During contract performance, the work plan will be updated, as required, subject to COR approval. Contracting

Officer's approval of work plan updates must be required if the proposed changes impact on the use of available contract funds.

The annual work plan must describe the activities and interventions required to meet the Contract outputs, including :

- a. Provide a clear and concise rationale for inclusion of selected sites and/or modification of sites from those originally proposed or selected in prior work plans;
- b. Describe activities and corresponding levels of effort that address the contract statement of work;
- c. Clearly articulate how strategies and activities cut across the three main contract components to illustrate how these activities are implemented in an integrated and coordinated fashion within each landscape;
- d. Information on how activities will be implemented in a collaborative and coordinated manner with implementing partners;
- e. Corresponding time frame for implementation of annual activities;
- f. Detailed budget for implementation;
- g. Propose accomplishments, any anticipate problems, and progress towards achieving Contract outputs;
- h. Propose criteria for the selection of sub-contract/grants in support of achieving the expected results;
- i. Proposed annual accomplishments and progress towards achieving outputs.

DUE DATE:

The Contractor must submit the First Year Work Plan promptly, but no later than 30 days following the award. The first Work Plan will cover a period of one year or up to the end of the fiscal year (September 30). Subsequent workplans will cover activities from October 1 – September 30 of each year of implementation. The Contractor must submit each Contract year's Annual Work Plan no later than August 15. Hard and/or soft copies of each work plan will be submitted to the COR.

F.7.3 AIDAR 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)

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

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

F.7.3.1 CONTENTS OF PERIODIC PROGRESS REPORTS

Each year the Contractor must prepare and submit to the COR three Quarterly Progress reports and one Annual Progress Report on Monitoring and Evaluation Support activities, issues,

constraints, progress toward goals, and achievements. All reports must be aligned with the approved Annual Work Plan and address tasks outline therein.

The format for these reports will be jointly established between the Contractor and the COR. The Quarterly Progress Report format must be organized along the lines of the Annual Work Plan and must contain at a minimum the following information:

- a. Summary of progress on activities related to each task outlined in the contract since the last report (with specific mention of gender-related results);
- b. Performance indicator results against targets;
- c. Activity location data (submitted twice annually as part of 2nd Quarterly Progress Report and the Annual Progress Report)
- d. Status of resolving challenges/problems described in previous report;
- e. New problems/challenges encountered since previous report;
- f. Proposed solutions to outstanding and new problems;
- g. Plans for next quarter; and
- h. Success stories and lessons learned.

The fourth Quarterly Progress report (the Annual Progress Report) must summarize activities and results for the whole year. The Annual Progress Report is not intended to be a compilation of Quarterly Reports, but rather, the Annual Report must set out, in text and graphically, progress made in achievement of the expected results and those related to all Tasks for each Component. It will draw on the M&E Plan and provide a clear presentation of progress over the course of the year and analysis of successes and challenges. It must include an update of the Activity Location data (for this specific contract), and any relevant Geographic Data and Cartographic Products produced during the year (by this specific contract).

DUE DATE:

The Contractor must submit first three Quarterly Progress Reports no later than 15 days following the end of each U.S. fiscal year quarter. The fourth, the Annual Progress Report, must be submitted no later than 30 days following the end of the U.S. fiscal year (September 30).

F.7.4 Monitoring and Evaluation Plan

The Contractor must develop and implement a Monitoring and Evaluation Plan (M&E Plan) that measures and tracks progress towards activities and tasks outlined in the contract. The M&E Plan is a performance management tool for planning, managing and documenting how performance data are collected and used. Innovative approaches and creative technologies are encouraged. This plan must include all indicators the Contractor believes to be necessary in order to adequately measure and track progress towards key contract results.

The M&E Plan must also identify all baselines and targets for these indicators. The plan must also be able to track gender disaggregated results data as appropriate. The plan must be designed to collect, store, and report administrative, financial and programmatic data on project inputs and outputs as well as actual progress toward achieving the M&E Plan benchmarks.

The M&E Plan must include the following indicators:

1. Number of evaluation reports completed.

2. Number of Hours of LOE for Short Term Technical Advisors (disaggregated by female/male and expatriate/local).
3. Number of persons trained (disaggregated by female/male and partner/USAID staff).

In order to better represent the results of project activities, USAID requires geographically-explicit indicators to measure the activity's results. Geographically-explicit indicators include information on the location or geographic scale of the activity's performance, impact, or other information. For example, the location of a clinic that as a result of project activities have improved services (specific coordinates or a village name), or the boundaries of a forest preserve established as a result of project activities. Geographically-explicit indicators enable place-based, adaptive performance management by including information about not only what performance is occurring, but also where.

In the M&E Plan the Contractor must identify which indicators lend themselves to geographic representation and report accordingly. The M&E Plan must demonstrate how such geographically-explicit indicators will be used to analyze activity performance and inform management decisions.

In a uniform format, the Contractor must prepare Performance Indicator Reference Sheets which describe indicators in detail and includes definitions, data sources, and frequency of data collection and reporting. The Performance Indicator Reference Sheets must also identify all baselines and targets for these indicators. Where appropriate, the indicators and performance reference sheets must be consistent with USAID/Indonesia's Mission-wide Performance Management Plan (PMP). The Contractor must submit data collected through the M&E Plan as part of the quarterly and annual performance reports to the COR for review and approval.

DUE DATE:

Within thirty days (30) after the contract award date, the Contractor must finalize and submit the first Monitoring and Evaluation (M&E) Plan to the COR for approval. Any modifications will be requested by the COR and Contractor must commence implementation of the M&E Plan within ten (10) days following receipt of the COR's approval of the plan. After review and comment by the COR, the Contractor shall finalize the M&E plan and resubmit for the COR's approval. For the subsequent years, the contractor must submit information that will draw from M&E plan in annual work plan.

F.7.5 Final Report

The Final Report on the Monitoring and Evaluation Support contract must discuss all tasks and major achievements from the start of the project through its completion; provide counts of all deliverables provided, and statistics summarizing progress towards all indicators outlined in the M&E Plan.

Any comments on the draft report are to be made by the USAID/Indonesia COR. The final report must then be resubmitted in final to an agreed upon list of distribution. At a minimum the Final Report must include:

1. An executive summary in English and Bahasa Indonesia;
2. A narrative summary of the achievement of activities and deliverables according to the tasks outlined in the contract, and the Work Plans;
3. A summary count of deliverables based on tasks;

4. A statistical summary of results vs all indicators outlined in the Monitoring and Evaluation Plan;
5. A summary of difficulties or challenges encountered, and steps the contractor took to address them;
6. Lessons learned during implementation; and
7. A financial report detailing how funds were expended, by line item.

DUE DATE:

The Contractor must provide a draft final report to the USAID/Indonesia COR for review within 15 days prior to the contract completion date. Within 60 days after the contract completion date, the Contractor must submit a final completion report.

F.7.6 Financial Reports – Pipeline Analysis and Accrual Reports

The pipeline analysis must include the following information: current award budget, actual costs incurred to-date, projected expenditures through the expiration date, and remaining funds under the award.

DUE DATE:

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

F.7.7 Special Reports

In addition to the reports specified herein, the contractor, at USAID's COR request, will provide USAID with reports on specific aspects of contract implementation. The contractor should anticipate that USAID will require reports of this kind on average 5 (five) times over the life of project. The reports will present consolidated lists of activities, support and brief narrative analysis as needed by USAID.

F.7.8 Demobilization and Close-Out Plan

The Contractor must submit a Close-Out/Demobilization Plan for COR approval. The Plan will include, at a minimum, a proposed Property Disposition Plan; a plan for the phase-out of in-country operations; a delivery schedule for all reports or other deliverables required under the Contract; and a timetable for all completed required actions, including the submission date of the final Property Disposition Plan to the Contracting Officer.

DUE DATE:

The Contractor must provide a Close-Out Plan to the USAID/Indonesia COR within six months prior to the contract completion date.

F.8 LANGUAGE OF REPORTS AND OTHER OUTPUTS/DELIVERABLES

All reports and other outputs/deliverables shall be in English language, unless otherwise specified by the COR.

F.9 KEY PERSONNEL

- a. The key personnel positions which the Contractor must furnish for the performance of this contract are as follows:

Title	Names
1. Chief of Party	TBD
2. Monitoring and Evaluation Expert	TBD
3. Collaboration, Learning and Adapting/ Training Advisor	TBD

- b. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and Contracting Officer's Representative (COR) reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

F.10 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEPTEMBER 2013)

- (a) Contract Reports and Information/Intellectual Products.

(1) Within thirty (30) calendar days of obtaining the Contracting Officer Representative's approval, the Contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that (1) describe the planning, design, implementation, evaluation, and results of development assistance; and (2) are generated during the life cycle of development assistance programs or activities.) The Contractor must also submit copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

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

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

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

(1) Standards.

- (i) Materials must not include financially sensitive information or personally identifiable information (PII) such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission.
 - (ii) All submission must conform to current USAID branding requirements.
 - (iii) Contract reports and information/intellectual products can be submitted in either electronic (preferred) or paper form. Electronic documentation must comply with Section 508 of the Rehabilitation Act of 1973.
 - (iv) The electronic submissions must consist of only one electronic file, which comprises the complete and final equivalent of the paper copy. In the case of databases and computer software the submission must also include necessary descriptive information, e.g., special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.
 - (v) Electronic documents must be in one of the National Archives and Records Administration (NARA)-approved formats as described in NARA guidelines related to the transfer of permanent E-records. (See <http://www.archives.gov/records-mgmt/initiatives/transfer-to-nara.html>).
- (2) Essential bibliographic information. Descriptive information is required for all Contractor products submitted. The title page of all reports and information products must include the contract number(s), contractor name(s), name of the USAID Contracting Officer's Representative, the publication or issuance date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as separate cover sheet, the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

END OF SECTION F

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 ADMINISTRATIVE CONTRACTING OFFICE

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

United States Mailing Address

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

Jakarta, Indonesia Address

Office of Acquisition & Assistance
USAID/Indonesia
American Embassy Annex
Gedung Sarana Jaya
Jalan Budi Kemuliaan I No. 1
Jakarta, Indonesia 10110

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer (CO) is the only person authorized to make or approve any changes in the requirements of this contract and notwithstanding any provisions contained elsewhere in this Contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

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

Program Office
USAID/Indonesia
American Embassy
Gedung Sarana Jaya
Jalan Budi Kemuliaan I No. 1
Jakarta, Indonesia 10110

G.4 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

- (a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The Contractor must submit either paper or fax versions of the SF-1034 – Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate

USAID contract number, in the amount of dollar expenditures made during the period covered.

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

Total Expenditures
(Document Number: XXX-X-XX-XXXX-XX)

Line Item	Description	Amt. Vouchered	Amt. Vouchered To Date	This Period
0001	Service Desc.		\$XXXX.XX	\$XXXX.XX
0002	Service Desc.		\$XXXX.XX	\$XXXX.XX
0003	Service Desc.		\$XXXX.XX	\$XXXX.XX
Total			\$XXXX.XX	\$XXXX.XX

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

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

BY: _____
TITLE: _____
DATE: _____

- (b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instruction provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

- (c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by

the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

- (d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records – Negotiation".

G.5 PAYING OFFICE

- (a) The paying office for this contract is:

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

- (b) Electronic submission of invoices is required. Electronic documentation will be sufficient; hardcopies or faxed copies will not be needed.
- (c) In order to receive payment, all deliverables must be accepted and approved by the COR.

G.6 ACCOUNTING AND APPROPRIATION DATA

(To be completed at the time of award)

END OF SECTION G

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSE INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
AIDAR (48 CFR Chapter 1 and 7)		
752.7027	PERSONNEL	DEC 1990
752.7007	PERSONNEL COMPENSATION	JULY 2007
FEDERAL ACQUISITION REGULATION		
52.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	JULY 2014

H.2 AUTHORIZED GEOGRAPIC CODE

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

H.3 LOGISTIC SUPPORT

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

H.4 LANGUAGE REQUIREMENTS

Contractor personnel and/or consultants shall have English and Bahasa Indonesian language proficiency as needed to perform the technical requirements of the Statement of Work and as otherwise required within the Contract.

H.5 AIDAR 752.7007 PERSONNEL COMPENSATION (JULY 2007)

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

Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

H.6 WORK WEEK

- (a) Non-overseas Employees - The length of the Contractor's U.S., non-overseas employees workday shall be in accordance with the Contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.
- (b) Overseas Employees - The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperating Country associated with the work of this contract.
- (c) Short-Term Technical Assistance (STTA) – A six-day workweek is approved for STTAs.

H.7 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JULY 1997)

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

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

H.8 GOVERNMENT FURNISHED FACILITIES OR PROPERTY

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

H.9 AIDAR 752.231-71 SALARY SUPPLEMENTS FOR HOST GOVERNMENT (HG) EMPLOYEES (OCT 1998)

- (a) Salary supplements are payments made that augment an employee's base salary or premiums, overtime, extra payments, incentive payment and allowances for which the HG employee would qualify under HG rules or practice for the performance of his/her

regular duties or work performed during his/her regular office hours. Per diem, invitational travel, honoraria and payment for work carried out outside of normal working hours are not considered to be salary supplements.

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

H.10 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

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

H.11 USAID DISABILITY POLICY – ACQUISITION (DECEMBER 2004)

- (a) The objectives of USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf.
- (b) USAID therefore requires that the Contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the Contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

H.12 AIDAR 752.245-71 TITLE TO AND CARE OR PROPERTY (APRIL 1984)

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

part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of \$500 or more.

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

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

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

H.13 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APRIL 2014)

Prior written approval by the Contracting Officer (CO), or the Contracting Officer's Representative (COR) if delegated in the Contracting Officer's Representative Designation Letter, is required for all international travel directly and identifiably funded by USAID under this contract.

The Contractor shall therefore present to the CO or COR, an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The CO's or COR's (if delegated by the CO) prior written approval may be in the form of a letter or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the CO or COR, of planned travel, identifying the travelers and the dates and times of arrival.

H.14 REPORTING OF FOREIGN TAXES (JULY 2007)

(a) The Contractor must annually submit a report by April 16 of every year after award for the duration of the contract.

(b) Contents of Report. The reports must contain:

- (1) Contractor name.
- (2) Contact name with phone, fax and e-mail.
- (3) Contract number(s).
- (4) Amount of foreign taxes assessed by a foreign government . Each foreign government must be listed separately on commodity purchase transactions

valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

- (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
 - (6) Any reimbursements received by the Contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
 - (7) The final report is required even if the Contractor did not pay any taxes during the report period.
 - (8) Cumulative reports may be provided if the Contractor is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause:
- (1) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (2) "Commodity" means any material, article, supply, goods, or equipment.
 - (3) "Foreign government" includes any foreign governmental entity.
 - (4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to: tax-indo@usaid.gov with a copy to the Contracting Officer Representative (COR).
- (e) Sub-agreements. The Contractor must include this reporting requirement in all applicable subcontracts, sub-grants and other sub-agreements.
- (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

H.15 NONDISCRIMINATION (JUNE 2012)

FAR Part 27 and the clauses prescribed in that part prohibit Contractor performing in or recruiting from the U.S. from engaging in certain discriminatory practices.

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

In addition, the Agency strongly encourages all its Contractor (at all tiers) to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection on these

expanded bases, subject to applicable law.

H.16 FOREIGN GOVERNMENT DELEGATION TO INTERNATIONAL CONFERENCES (JAN 2002)

Funds in this award may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences

[<http://www.info.usaid.gov/pubs/ads/300/refindx3.htm>] or as approved by the CO/COR

H.17 SUBCONTRACTOR CONSENT

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

[TBD at time of award – to be proposed by Contractor]

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

H.18 BUSINESS CLASS TRAVEL

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

H.19 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)

(a) Definitions. For the purpose of submissions to the DDL:

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

Experience Clearinghouse (DEC) (see AIDAR 752.7005 “Submission Requirements for Development Experience Documents”).

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

(b) Submission to the Development Data Library (DDL)

- (1) The Contractor must submit to the Development Data Library (DDL), at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subcontractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.
- (2) Unless otherwise directed by the Contracting Officer (CO) or the Contracting Officer Representative (COR), the Contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the Contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The Contractor must also provide to the COR an itemized list of any and all DDL submissions.

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

- (3) The Contractor must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.
- (4) The Contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social

security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.

- (5) The Contractor must not submit classified data to the DDL.

H.20 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)

a) Definitions

“USAID Implementing Partner Notices (IPN) Portal for Acquisition (“IPN Portal”)” means the single point where USAID posts universal bilateral modifications, which can be accessed electronically by registered USAID contractors. The IPN Portal is located at <https://sites.google.com/site/ipnforacquisitions/>.

“IPN Portal Administrator” means the USAID official designated by the M/OAA Director, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Acquisition.

“Universal bilateral modification” means modifications such as those that update or incorporate new FAR or AIDAR clauses, other terms and conditions, or special requirements that affect all awards or a class of awards as specified in the Agency notification of such terms and conditions or special requirements.

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

- (1)** Register with the IPN Portal if awarded a contract resulting from this solicitation, and
- (2)** Receive universal bilateral modifications to this contract and general notices via the IPN Portal.

c) Procedure to register for notifications.

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

d) Processing of IPN Portal Modifications

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

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

(1) (a) verify applicability of the proposed modification for their award(s) per the instructions provided with each modification; (b) download the modification and incorporate the following information on the SF30 form: contract number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed modification (by email or hardcopy) to the CO for signature. The contractor must not incorporate any other changes to the IPN Portal modification. Bilateral modifications provided through the IPN Portal are not effective until the both the contractor and the CO sign the modification;

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

(3) Notify the Contracting Officer that the contractor declines to sign the modification.

Within 30 calendar days of receipt of a signed modification from the contractor, the CO must provide the fully executed modification to the contractor or initiate discussions with the contractor.

H.20 AIDAR 752.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)

As prescribed in AIDAR 728.309, the following supplemental coverage is to be added to the clause specified in FAR 52.228-3 by the USAID contracting officer. (See FAR 52.228)

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

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

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

H.21 VALUE ADDED TAX AND CUSTOMS DUTIES

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

H.22 SUBCONTRACTING PLAN REPORT FOR INDIVIDUAL CONTRACTS AND SUMMARY CONTRACTING REPORT

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

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

H.23 CONFLICT OF INTEREST

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

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

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

(d) If the potential conflict relates to performance of the work hereunder (*e.g.*, where the Contractor is to evaluate an activity in which the Contractor had some previous involvement, thereby rendering the Contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the Contractor's objectivity), and the Contracting Officer cannot neutralize, mitigate, or avoid the conflict, the Contracting Officer may decline to authorize performance of that work by the Contractor.

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

activities, as permitted by FAR 9.5., and as necessary to neutralize, mitigate, or avoid the potential conflict.

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

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

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

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

H.24 DISCLOSURE OF INFORMATION

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

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

(c) In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and must ensure that all work performed by its

Sub-Contractors shall be under the supervision of the Contractor or the Contractor's responsible employees.

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

H.25 CLOSE-OUT PLAN

The Contractor will develop and implement a COR-approved closeout plan (administration, information, grants, finance, procurement and management). The close-out plan will be submitted to the COR six months prior to the expiration date of the contract. The Plan shall include, but not limited to, the following:

- Dates for final delivery of all goods and services for grants and subcontracts;
- A property disposition plan for the Contractor and Sub-contractor(s) in accordance with government regulations, reviewed and approved by the COR and the Contracting Officer;
- Review of contract and/or grant files for audit purposes and final billing to USAID;
- A schedule to address office leases, bank accounts, utilities, cell phones, personnel notification, outstanding travel and payments, household shipments, vehicle leases; phone subscriptions, etc.;
- Receipt of all final invoices and award performance reports;
- Report use of funds not required for the completion of the contract;
- Report on compliance with all local labor laws, tax clearances, etc.

END OF SECTION H

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION	
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES.	MAY 2014
52.203-8	CANCELLATION, RESCISION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.203-14	DISPLAY OF HOTLINE POSTER(S)	DEC 2007
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-3	TAXPAYER IDENTIFICATION	OCT 1998
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUL 2013
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT	MAY 2006
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS	APR 2010
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
52.215-2	AUDIT AND RECORDS – NEGOTIATION	OCT 2010

52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	AUG 2011
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS	AUG 2011
52.215-12	SUB-CONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010
52.215-13	SUB-CONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS	OCT 2010
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-22	LIMITATION ON PASS-TROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2013
52.216-8	FIXED FEE	JUN 2011
52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR 1984
52.216-25	CONTRACT DEFINITIZATION	OCT 2010
52.222-3	CONVICT LABOR	JUN 2003
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANTS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANTS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-25	PROHIBITION ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTION RELATING TO IRAN-REPRESENTATION AND CERTIFICATION	DEC 2012
52.227-14	RIGHTS IN DATA – GENERAL	MAY 2014
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987
52.228-3	WORKER’S COMPENSATION INSURANCE (Defense Base Act)	JUL 2014
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.230-1	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION	MAY 2012
52.230-2	COST ACCOUNTING STANDARDS	MAY 2014
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	MAY 2014

52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-25	PROMPT PAYMENT	JUL 2013
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.233-1	DISPUTES	MAY 2014
52.233-2	SERVICE OF PROTEST	SEP 2006
52.233-3	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I	JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP WORK ORDER	AUG 1989
52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) Alt II	APR 1984
52.243-7	NOTIFICATION OF CHANGES	APR 1984
52.244-2	SUBCONTRACTS	OCT 2010
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	OCT 2014
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS	JUN 2003
52.247-67	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006
52.248-1	VALUE ENGINEERING	OCT 2010
52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
AIDAR 48 CFR CHAPTER 7		
752.202-1	DEFINITIONS	JAN 1990
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.226-3	LIMITATIONS ON SUBCONTRACTING	JUN 1993
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007
752.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL 2007
752.245-70	GOVERNMENT PROPERTY - USAID REPORTING REQUIREMENTS	
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 2007
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984

752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
752.7028	DIFFERENTIAL AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	APR 2014
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

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

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

I.3 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages (to be specified at time of award), it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated (to be inserted upon award) upon which this contract is based.

I.4 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)

(a) Definitions. As used in this clause –

“Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

“Full cooperation”—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It

includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

“Subcontract” means any contract entered into by a Sub-contractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Sub-contractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime Contractor or another Sub-contractor.

“United States,” means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or Sub-contractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Government wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and Sub-contractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract hereunder, the Contractor has credible evidence that a principal, employee, agent, or Sub-contractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Government wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

I.5 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009) Alt. I (AUG 2007)

(a) Definitions. As used in this clause—

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced Labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and Contractor employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

c) Contractor requirements. The Contractor shall—

(1) Notify its employees of -

(i)(A) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies performance to in/at:
_____	_____	_____
_____	_____	_____

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or Sub-contractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, Sub-contractor, or Sub-contractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, Sub-contractors, or Sub-contractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

I.6 FAR 52.244-2 SUBCONTRACTS (OCT 2010)

(a) Definitions. As used in this clause –

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Sub contract" means any contract, as defined in FAR Subpart 2.1, entered into by a Sub Contractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that –

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

_____All Grants under the Contract_____

(e) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed Sub Contractor.

(iv) The proposed subcontract price.

(v) The Sub Contractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The Sub Contractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting –

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

- (C) The reason cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the Sub Contractor's cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the Sub Contractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the Sub-Contractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination –

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any Sub-Contractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: _____

I.7 AIDAR 752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD (JUN 1993)

(a) The Contractor agrees that, if after award it discovers either an actual or potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict.

b) The Contracting Officer shall provide the contractor with written instructions concerning the conflict. USAID reserves the right to terminate the contract if such action is determined to be in the best interests of the Government.

END OF SECTION I

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J – ATTACHMENTS

ATTACHMENT 1 – USAID FORM 1420-17 CONTRACTOR EMPLOYEE
BIOGRAPHICAL DATA SHEET

A hardcopy is attached; however an electronic copy is located at:
<http://www.usaid.gov/forms/AID1420-17.doc>

ATTACHMENT 2 – SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

ATTACHMENT 3 – CERTIFICATE OF CURRENT COST AND PRICING DATA

ATTACHMENT 4 -- CONTRACTOR'S PAST PERFORMANCE REPORT (SHORT
FORM)

ATTACHMENT 5 -- SAMPLE SMALL BUSINESS SUBCONTRACTING PLAN

ATTACHMENT 6 -- REFERENCES

END OF SECTION J

PART IV – REPRESENTATION AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

The representation and certifications submitted under Monitoring and Evaluation (M&E) Support are applicable to this Contract and any resultant subcontract unless updates are provided by the Contractor.

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION 48 CFR Chapter 1)	
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007

K.2 FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation

(FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN:

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph

(a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

K.3 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUL 2013)

(a) *Definitions. Data Universal Numbering Systems (DUNS) number*, as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) 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 System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(c) 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).

K.4 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [*insert NAICS code*].
- (2) The small business size standard is _____ [*insert size standard*].

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

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

___ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

K.5 AIDAR 752.226-01 DISADVANTAGED ENTERPRISE REPRESENTATION (APR 1991)

(a) *Representation.*

The Offeror represents that:

- (1) it [] is, [] is not a small disadvantaged business.¹
- (2) it [] is, [] is not a historically black college or university, as designated by the Secretary of education pursuant to 34 CFR 608.2.
- (3) it [] is, [] is not a college or university having a student body in which more than 40 percent of the students are Hispanic American.

¹ The small business size standard for this acquisition is set forth in Section K.106 of this solicitation.

- (4) it [] is, [] is not a private voluntary organization which is controlled by individuals who are socially and economically disadvantaged.

(b) *Definitions.*

(1) "Asian Pacific Americans," as used in this provision, means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

(2) "Controlled by socially and economically disadvantaged individuals" means management and daily business are controlled by one or more such individuals.

(3) "Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and Native Hawaiians.

(4) "Owned by socially and economically disadvantaged individuals" means at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals.

(5) "Small Business Concern," as used in this provision, means a U.S. concern [as defined in FAR 19.001], including its affiliates [as defined in FAR 19.101], that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualifies as a small business under the criteria and size standards in 13 CFR 121.²

(6) "Small Disadvantaged Business," as used in this provision, means a small business concern that (a) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals.

(7) "Subcontinent Asian Americans," as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) *Qualified Groups.*

The Offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Subcontinent Asian Americans, and women.

² The small business size standard for this acquisition is set forth in Section K.106 of this solicitation.

K.6 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

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

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

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

- The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately

preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

K.7 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

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

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

K.8 INSURANCE - IMMUNITY FROM TORT LIABILITY

The Offeror represents that it is, is not a State agency or charitable institution, and that it is not immune, is partially immune, is totally immune from tort liability to third persons.

K.9 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and agrees to the terms and conditions set forth therein; or has the following exceptions (continue on a separate attachment page, if necessary):

K.10 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the Offeror certifies that they are accurate, current, and complete, and that the Offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____

Offer/Proposal No. _____ DUNS No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____

Date _____

END OF SECTION K

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	(JUL 2013)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	(FEB 1999)

L.2 FAR 52.215-1 INSTRUCTIONS TO OFFEROR – COMPETITIVE ACQUISITION (JAN 2004)

(a) **Definitions. As used in this provision—**

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

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

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) **Amendments to solicitations.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offeror shall acknowledge

receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

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

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offeror using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

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

(i) Offeror is responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the

Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.

(5) Offeror shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offeror may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offeror may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) **Offer expiration date.** Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).

- (e) **Restriction on disclosure and use of data.** Offeror that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; *and*

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

- (f) **Contract Award**

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with Offeror (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

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

(7) Exchanges with Offeror after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

L.3 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)

(a) Definitions. Added value, excessive pass-through charge, subcontract, and subcontractor, as used in this provision, are defined in the clause of this solicitation entitled "Limitations on Pass-Through Charges" (FAR 52.215-23).

(b) General. The offeror's proposal shall exclude excessive pass-through charges.

(c) Performance of work by the Contractor or a subcontractor.

(1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal—

- (i) The amount of the offeror's indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and
- (ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal—

- (i) The amount of the subcontractor's indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and
- (ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

L.4 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

- (i) via US Mailing Address:
Office of Acquisition and Assistance (OAA)
USAID/Indonesia
c/o American Embassy Jakarta
Unit 8135
FPO AP 96520-8135
- (ii) via Hand-carried Address:
Office of Acquisition and Assistance (OAA)
USAID/Indonesia
c/o American Embassy Annex Jakarta
Gedung Sarana Jaya

Jalan Budi Kemuliaan I/1
Jakarta 10110 INDONESIA

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

L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

L.6 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost-Plus-Fixed-Fee (CPFF) completion type contract resulting from this solicitation.

L.7 QUESTIONS AND CLARIFICATION

Any questions concerning this RFP must be submitted in writing to the USAID/Indonesia Office of Acquisition and Assistance, via e-mail to proposals-indo@usaid.gov, identifying this RFP number, no later than **March 17, 2015, 2:00 PM, local Jakarta time**. No questions will be accepted after this date. Oral explanations or instructions given before award of the Contract will not be binding.

Any information given to Offeror concerning this RFP will be furnished promptly to all other Offeror as an amendment of this RFP, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other Offeror.

L.8 GENERAL INSTRUCTIONS TO OFFEROR

L.8.1 GENERAL

All proposals received by the deadline will be reviewed for responsiveness to the specifications outlined in these guidelines and the proposal format. Proposals which are submitted late or are incomplete run the risk of not being considered in the review process.

The proposals must be prepared according to the structural format set forth below. Proposals must be received at the place designated and by the date specified in the Cover Letter of this RFP and must be considered valid for a period of 210 days from the

solicitation closing date.

L.8.2 DELIVERY INSTRUCTIONS

The Offeror must submit proposal both in hard copies and electronically, as follows:

- (a) **Electronically** – internet email with attachments compatible with MS WORD, Excel, Adobe Acrobat to: proposals-indo@usaid.gov

and

- (b) **Hard Copies** – submit five (5) copies of the Technical Proposal and three (3) copies of the cost proposal to:

(iii) via US Mailing Address:
Office of Acquisition and Assistance
USAID/Indonesia
c/o American Embassy Jakarta
Unit 8135
FPO AP 96520-8135

(iv) via Hand-carried Address:
Office of Acquisition and Assistance
USAID/Indonesia
c/o American Embassy Annex Jakarta
Gedung Sarana Jaya
Jalan Budi Kemuliaan I/1
Jakarta 10110 INDONESIA

The Stamp provided by the Annex Post Guard upon receipt will determine the time for both delivery methods; Post Service (if sent by mail) and delivery by hand. Proposals sent via courier service must be received by the due date specified in the Cover Letter and at the address indicated above. Lost or misdirected courier packages received after the due date will be considered as having been submitted late.

USAID/Indonesia will only consider and review all proposals received by the specified closing date and time (local Jakarta time) indicated in the Cover Letter of this RFP. Proposals that are submitted after that date and time will not be considered in the review process. In contrast, all proposals received by the deadline will be reviewed for responsiveness to the proposal format and to the program guidelines (see below).

L.8.3 PROPOSAL (TECHNICAL AND COST) FORMAT AND PRESENTATION

Proposal must be submitted in two separate parts: (a) Technical Proposal and (b) Cost Proposal. Technical Proposal must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merits.

All pages of the technical and cost proposal should be sequentially numbered, and each

section must be separated by a tab.

All copies of the technical and cost proposal, respectively must be separately placed in sealed envelopes clearly marked on the outside with the name and address of the Offeror, the RFP Number [RFP NO. SOL-497-15-000010], and the content (e.g. Technical or Cost [as appropriate] Proposal).

These same requirements exist for the submission of subsequent revised technical and/or cost proposal and technical/financial clarifications.

Offerors who include data that they do not want disclosed to the public for any purpose or used by the U.S. Government except for evaluation purposes, should:

- Mark the title page with the following legend: *"This proposal includes data that shall not be disclosed outside the U.S. 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 U.S. 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 U.S. Government's rights 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*
- 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."*

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

Offerors should retain for their records one copy of their proposal and all enclosures that accompany it.

L.8.4 RESPONSIVENESS TO RFP

Proposals must respond directly to the terms, conditions, specifications and provisions of this RFP. Proposals not conforming to this RFP may be determined as non-responsive, thereby eliminating them from further consideration.

L.8.5 GOVERNMENT OBLIGATION

Issuance of this solicitation does not constitute a commitment on the part of the U.S. Government to make an award nor does it commit the Government to pay for any costs incurred in the preparation and submission of a proposal. Further, the U.S. Government reserves the right to reject any or all proposals received.

L.9 UNNECESSARILY ELABORATE PROPOSAL

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal in response to this RFP are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual or other presentation aids are neither necessary nor wanted.

L.10 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

The Technical Proposal in response to this solicitation should address how the Offeror intends to carry out the Statement of Work contained in Section C. The technical proposal must be specific, complete, presented concisely, and responsive to the instructions of the solicitation. It should clearly demonstrate how the proposed approach will meet the goals and objectives of the Contract, be aligned with interventions that are associated with the Components, and fulfill the Offeror's program implementation responsibilities.

Length. The technical proposal must be organized by the technical evaluation criteria listed in Section M as clarified further below. Technical Proposal is limited to 20 pages and must be written in English and typed on standard 8 1/2" x 11", using a 12-pt font with margin no less than one inch on each border. Number each page consecutively.

NOTE: A page in the Technical Proposal that contains a table, chart, graph, etc. not otherwise excluded below, is included within the above page limitation for the Technical Proposal.

Not included in this page limitation are the following:

- Cover page;
- Table of Contents;
- Dividers;
- Table summarizing qualifications of proposed personnel;
- Appendix attachments which contain biographical information (i.e., resumes and other documentation provided by the Contractor) for proposed candidates;
- Branding and Marking Plan;
- Contractor/Major Sub-Contractor Past Performance Listing; and
- Charts, such as Management Structure Organizational Chart(s), etc.

All critical information from appendices should be summarized in the Technical Proposal.

USAID expects Offeror to utilize their expertise and experience in designing a technical approach which will best achieve the objective and outcomes described in Section C. To be considered competitive, Offeror is requested to submit a proposal that reflects a clear approach to achievements of USAID's objectives as outlined in Section C and outline how they would approach the Components/Tasks described. A clear connection between the Offeror's proposed approach and proposed level of effort and staffing plan must be demonstrated.

L.11 TECHNICAL PROPOSAL FORMAT

Offeror must organize the Technical Proposal as follows:

- a) **Cover Page.** Must include: the names of the organizations involved in the implementation of the Contract; and the contact person/authorized representative to be contacted both during the period of evaluation of proposals and for negotiations leading to award. This information is to include the individual's name, title or position with the organization; address; telephone; and e-mail address.
- b) **Executive Summary.** The Executive Summary must be a synthesis of the key features of the Offeror's proposed technical approach, management approach, implementation plan, and expected results.
- c) **Technical Approach.** Offeror must propose a technical approach that would lead to the achievement of the program's objectives while implementing the program's components towards the expected results.

Program Objectives:

1. To assist USAID/Indonesia to collect, manage, and utilize indicator information in order to reveal whether desired results are being achieved and whether implementation is on track.
2. To build capacity of USAID and other development stakeholders and promote a culture of Collaboration, Learning, and Adapting.
3. To provide expert evaluation and analytical services.

Program Components:

1. Component 1. - Performance Monitoring Support
2. Component 2. - Collaboration, Learning and Adapting
3. Component 3. - Evaluations and Technical Assistance

- d) **Key Personnel and Staffing.** The Offeror must present a Staffing Plan which includes a narrative description and a staffing matrix that explains how the Offeror's proposed combination of Key Personnel, core staff, and short-term technical advisors as outlined in the section C.

Key Personnel. The following Key Personnel must be presented in the proposed Staffing Plan.

1. Chief of Party
2. Monitoring and Evaluation Expert
3. Collaboration, Learning and Adapting/Training Advisor

A complete and current resume, in a consistent format, must be submitted for each proposed "key personnel" candidate detailing the requisite qualifications and experience of the individual and references with contact information. Resumes should be included as Annexes to the Technical Proposal. Qualifications, experience and skills may be placed in chronological order starting with most

recent information. Each resume must be accompanied by a signed letter of commitment from each candidate indicating his/her: (a) availability to serve in the stated position; (b) intention to serve for a stated term of the service; and (c) prior work experience. The Contractor must also submit a minimum of three (3) references of professional contacts within the last three years; with complete contact information (current) preferably email addresses, for each proposed key personnel candidate.

All Key Personnel must be dedicated full-time to the Contract. The Chief of Party must be an employee of the Offeror and not a subcontractor or partner entity. Careful consideration should be given to the Contract requirements, activities to be conducted, results to be achieved, and unique aspects associated with the requirements of the statement of work.

Offerors are expected to submit a full staffing plan with an organizational chart for consideration as part of the technical approach.

e) Management and Monitoring Plan

The Offeror is required to submit a Management Plan which outlines their overall management approach for planning and implementing the tasks in Section C. The Offeror should describe roles and how tasks will be shared between institutional partners and, if applicable, the home office. The proposal must include a clear description of the process and timeline for planning of specific evaluation tasks, and how the project will be cost efficient.

The Offeror's Management Plan should:

1. Describe networking and recruitment plans to identify Local Short Term Technical Advisors and local institutions for sub-contracting
2. Provide an implementation calendar establishing the project office and ensuring a quick start up of activities
3. Communication system for updating USAID
4. Technical institutional capacity of each institutional partner

f) Contractor Performance Information

(a) The Offeror (including all partners) must provide performance information for itself and each major subcontractor (one whose proposed cost exceeds 10% of the Offeror's total proposed cost or plays a significant role in the execution of the proposal) in accordance with the following:

1. List in an annex to the technical proposal up to five of the most recent and relevant contracts for efforts similar to the work in the subject proposal. The most relevant indicators of performance are contracts of similar size and nature.
2. Provide for each of the contracts listed above a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, and a description of the performance to include:

- i. Scope of work or complexity/diversity of tasks,
- ii. Primary location(s) of work,
- iii. Term of performance,
- iv. Skills/expertise required,
- v. Dollar value, and
- vi. Contract type, i.e., fixed-price, cost reimbursement, etc.

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

- (b) If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken (FAR 15.305(a)(2)).
- (c) Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work. This information is not included in the page limitation.
- (d) Performance in Using Small Business (SB) Concerns (as defined in FAR 19.001):
 - (1) This section (d) is not applicable to offers from small business concerns.
 - (2) As part of the evaluation of performance in Section M of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and prior contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract(s).
 - (3) In order for USAID to fully and fairly evaluate performance in this area, all Offeror who are not small business concerns must do the following:
 - (A) Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar SB incentive programs set out in your contract(s) and explain any mitigating circumstances if goals were not achieved.
 - (B) To supplement the narrative summary in (A), provide a list of the recent contracts for which you submitted subcontract reports to eSRS (FAR 52.219-9(d)(10) and a copy of any similarly recent subcontracting reports if they were not submitted to eSRS.

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

g) Small Business Participation

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

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

(a) Provide a narrative summary of the Offeror's use of small business concerns over the past three years. (b) Describe how the Offeror actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. (c) Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. (d) Describe the extent of the Offerors compliance with Small Business subcontracting plan(s) or other similar small business incentive programs set out in your contract(s).

L.12 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

Offeror must submit a cost proposal which will be analyzed as part of the overall evaluation as indicated in Section M. There is no page limitation for the cost proposal. All pages must be sequentially numbered, and each part must be separated by a tab. Failure to include all information, or to organize the proposal in the manner prescribed, may result in rejection of the proposal as being unacceptable.

The Offeror' cost proposal must at a minimum include the following information and be organized in the manner described below.

L.12.1 Part 1 - Standard Form (SF) 33

Offeror must submit the cover page (Section A) of this Solicitation [Standard Form (SF) 33, "Solicitation, Offer, and Award"], with Blocks 12 through 18 completed, with the original signature of a person authorized on behalf of the Offeror to sign the offer.

L.12.2 Part 2 - Proposed Costs/Prices

(a) Each Offeror must provide an overall summary budget for the contract period.

In addition, a detailed budget for each Component is also required. Budget narrative information should be provided in sufficient detail to allow a complete analysis of each line item cost. This is to include a complete breakdown of the cost elements associated with each Component and those costs associated with each proposed sub-contract (if any). The budgets should be specific for the line item for the entire period. Offeror must provide this information through the use of detailed spreadsheets and budget notes.

Offeror should keep in mind that it is Offeror' responsibility to ensure that the information provided is sufficient to provide a basis for USAID to determine that the costs proposed are reasonable and realistic. Please also note that USAID expects Offeror to propose reasonable and minimal costs for office space, furnishings, home office support and related administrative inputs. Any excessive or "luxury" inputs proposed in the cost proposal shall not be accepted.

For each Component identified Offeror must include an itemized budget detail and justification in support of these Components in accordance with Agency policy. The budget summary must also be submitted by the following Components:

1. CLIN 001: Component 1 - Performance Monitoring Support
2. CLIN 002: Component 2 - Collaboration, Learning and Adapting
3. CLIN 003: Component 3 - Evaluations and Technical Assistance

Budget Line Item Definitions and Illustrations:

Salaries and Wages. FAR 31.205-6, AIDAR 732.205-46 and AIDAR 752.7007 provide for compensation for personal services. Costs of long-term and short-term personnel must be broken down by person years, months, days or hours.

The following salary rates are provided for the information of Contractor but are not solely determinative; proposed salary and wage rates must be proposed in accordance with the Contractor's personnel policies and USG regulations, and must be allowable, allocable and reasonable.

U.S. Embassy Local Compensation Plan

	Annual Salary (IDR)	
	Max	Low
Senior Technical	IDR 553,309,151	IDR 261,605,169
Mid-Level Technical	IDR 229,634,980	IDR 136,615,067
Junior Technical	IDR 186,197,783	IDR 91,769,705
Administrative/Support	IDR 110,840,745	IDR 56,413,129

Note: Annual salary increase: for budget purpose, one annual salary increase of not more than 5% (includes promotional increase) may be granted after the employee's completion of each twelve months of satisfactory services under the contract. For International Staff, annual salary should not exceed USAID's maximum SES established rate (AWCPAS).

Fringe Benefits. FAR 31.205-6 provides for allowances and services provided by the Contractor to its employees as compensation in addition to regular wages and salaries. If fringe benefits are provided for as part of a firm's indirect cost rate structure, see FAR 42.700. If not part of an indirect cost rate, a detailed cost breakdown by benefits types must be provided for both international and CCN staff. **NOTE: For your guidance, the benefits and allowances authorized by the U.S. Embassy for its CCN employees are: annual leave; sick leave; Lebaran bonus (13th month salary), health insurance and service pay. Transportation allowance is not authorized.**

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

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

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

Equipment and Supplies. FAR 2.101 provides for supplies as all property except land or interest in land, FAR 31.205-26 provides for material costs, and FAR 45 prescribes policies and procedures for providing government property to Contractor, Contractor' use and management of Government property, and reporting, redistributing, and disposing of Contractor inventory. For example, costs must be broken down by types and units, and include an analysis that it is more advantageous to purchase than lease.

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

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

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

NOTE: The Contractor and each proposed subcontractor must include a complete copy of its most current Negotiated Indirect Cost Rate Agreement (NICRA) or other documentation from its Cognizant Government Audit Agency, if any, stating the most recent final indirect cost rates. The proposal must also include the name and address of

the Government Audit Agency, and the name and telephone number of the auditor.

If the Offeror or any subcontractor(s) does not have a NICRA or a cognizant Government Audit Agency, audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization), must be included in the proposal. The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and are supplemented by information on the prime Contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed

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

The Offeror must provide additional supporting budget documentation (as necessary), including profit/fee policy, etc. to substantiate all proposed costs.

(b) FAR Part 4.6, Contract Reporting, requires all successful Offeror to have a DUNS Number when the anticipated value of any single award is expected to be over \$2,500 or the local currency equivalent. The DUNS Number is the unique identifier that is used to retain information on all companies, organizations and people that have awards with the U.S. Government. All vendors, including foreign businesses and individuals, receiving USAID awards over this monetary threshold must obtain the DUNS Number themselves. In addition, all vendors doing business with the Federal Government must be registered in the SAM <http://www.sam.gov/>. In order to register in the SAM, a DUNS number is required.

(c) If the Offeror is a joint venture or partnership, the cost proposal must include a copy of the agreement between the parties to the joint venture/partnership. The agreement will include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting responsibility, how work will be allocated, overhead calculated, and profit shared, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.

(d) AID Form 1420-17 Contractor Employee Biographical Data Sheets [Section J]: The Contractor must submit fully completed and signed USAID Biographical Data Sheet (AID Form 1420-17) for each proposed staff member. **The Contractor must certify in Block 11 of AID Form 1420-17 that it has taken reasonable steps to verify the accuracy of information, particularly salary history, provided in the form.**

NOTE: For CCNs, the salary in Blocks 6, 14 and 15 MUST be stated in Indonesian Rupiah.

L.12.3 Part 3 – Representations, Certifications, and Other Statements of Contractor

The Offeror must complete and sign all the Representations, Certification and Other Statement as described in Section K.

L.12.4 Part 4 – Policies and Procedures

If the Offeror does not have prior USAID contracting experience, they must submit a copy of their personnel, procurement and travel policies, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc.

L.12.5 Part 5 – Subcontractor Information

The information set forth below must be provided for each subcontractor, if any, proposed. A tab or colored sheet should separate each element of subcontractor information, as well as each subcontractor. Each page must have the subcontractor's name clearly marked.

(1) A letter, on subcontractor letterhead, and signed by an authorized representative of each subcontractor, which specifically indicates the subcontractor's agreement to be included in the Contractor's proposed teaming arrangement.

(2) The Offeror must address each of the elements in FAR 44.202-2 in order for proposed subcontractor(s) to be considered by the Contracting Officer for consent of subcontractor(s) to be granted with the award.

(3) A discussion and arrangement on type(s) of subcontract(s) to be used, and approximate percentage of each type of work to be subcontracted.

(4) The information requested above in Parts (2), (3), (4) and (7) for each subcontractor.

L.12.6 Part 6 – Evidence of Responsibility

The Offeror must submit sufficient evidence of responsibility for the Contracting Officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. Accordingly, Offeror must address each element of responsibility.

To be determined responsible, a prospective Contractor must:

(1) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));

(2) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;

(3) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective Contractor must not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;

(4) Have a satisfactory record of integrity and business ethics;

(5) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures,

and safety programs applicable to materials to be produced or services to be performed by the prospective Contractor and subContractor). (See FAR 9.104-3(a));

(6) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)); and

(7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.).

L.12.7 Part 7 – Information Concerning Work-day, Work-Week, and Paid Absences

(1) The Offeror and each proposed major Subcontractor must indicate the number of hours and days in its normal work-day and its normal work-week, both domestically and overseas, for employees and consultants. In addition, the Contractor and each proposed major Subcontractor must indicate how paid absences (US holidays, local holidays, vacation and sick) will be covered.

(2) A normal work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. The Contractor and major sub-contractor must describe their work day and work week policies.

(3) The work day and work week policies and the method of accounting for paid absences for the Contractor and major sub-contractor in affect at time of award must remain in effect throughout the period of the award.

L.13 BRANDING IMPLEMENTATION AND MARKING PLAN

USAID policy on the branding and marking of the work products of this contract is contained in the USAID Automated Directive System (ADS), Chapter 320. In response to this RFP, the Contractor must include a Branding Implementation and Marking Plan which describes how they will communicate to beneficiaries and stakeholder audiences that the work of this contract is from the American people per the Branding Strategy and USAID Branding Guidelines. Requested exceptions to ADS, Chapter 320 requirements, must be included in the proposed Branding Implementation and Marking Plan.

INSTRUCTIONS FOR THE PREPARATION OF THE BRANDING IMPLEMENTATION AND MARKING PLAN

Offeror must prepare a Branding Implementation and Marking Plan to address the Branding Strategy described below. The Branding Implementation and Marking Plan must be submitted as an annex to the Technical Proposal. Contractor must note that the Branding Implementation and Marking Plan is a separate item and will not be scored. However, the Branding Implementation and Marking Plan from the apparently successful Offeror will be reviewed and subject to approval prior to contract award. This plan will not be counted in the page limitation and must specifically address the following:

- How to incorporate the message, “This assistance is from the American people,” in communications and materials directed to beneficiaries, or provide an explanation if this message is not appropriate or possible.
- How to publicize the program, project, or activity in the host-country and a description of the communications tools to be used. Such tools may include the following:
 - Press releases,
 - Press conferences,
 - Media interviews,
 - Site visits,
 - Success stories,
 - Beneficiary testimonials,
 - Professional photography,
 - PSAs,
 - Videos, and
 - Webcasts, e-invitations, or other e-mails sent to group lists, such as participants for a training session blast e-mails or other Internet activities, etc.
- The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people, or an explanation if this is not appropriate or possible. Such milestones may be linked to specific points in time, such as the beginning or end of an activity, or to an opportunity to showcase publications or other materials, research findings, or activity success. These include, but are not limited to, the following:
 - Launching the activity,
 - Announcing research findings,
 - Publishing reports or studies,
 - Spotlighting trends,
 - Highlighting success stories,
 - Featuring beneficiaries as spokespeople,
 - Showcasing before-and-after photographs,
 - Marketing agricultural products or locally-produced crafts or goods,
 - Securing endorsements from ministry or local organizations,
 - Promoting final or interim reports, and
 - Communicating activity impact/overall results.

The Branding Implementation and Marking Plan must implement USAID’s branding strategy as follows:

Activity Name: Monitoring and Evaluation Support (M&E Support)

Branding: The branding must incorporate the message that the assistance is “From the American People and by USAID”

Desired Level of Visibility: USAID identity must be prominently displayed in: commodities or equipment, printed, audio, or electronic public communications; studies, reports, publications, websites, and all promotional and informational products; and events.

Organizations to be Acknowledged: None

END OF SECTION L

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 OVERVIEW

- (a) The Government may award a contract without discussions with Offeror in accordance with FAR 52.215-1.
- (b) USAID intends to evaluate Offeror's proposal in accordance with Section M of this RFP. After evaluation of initial proposals, USAID expects to select the Offeror which will receive the contract to perform the statement of work. Once this choice is made, USAID may engage in discussions or negotiations with the chosen Offeror regarding any matter to be covered in the final contract.
- (c) The Technical Proposal will be evaluated by a technical evaluation committee 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) Cost has not been assigned a numerical weight. Offerors are reminded that the Government is not obligated to award a negotiated Contract on the basis of lowest proposed cost, or to the Offeror with the highest technical evaluation score. Although for this procurement technical proposal merits are considered substantially more important than cost relative to deciding which Offeror might best perform the work, cost factors and USAID's budget may also be considered. As technical scores converge, cost may become a deciding factor in award. Therefore, after the final evaluation of proposals, the task ordering officer will make the award to the Offeror whose proposal offers the best value to the Government considering both technical and cost factors.

M.2 BEST VALUE/TRADE OFF DECISION

- a) The Government intends to evaluate proposals and may award a Contract without discussions. However, the Government reserves the right to conduct discussions if determined by the Contracting Officer to be necessary. Therefore, each initial offer should contain the Offeror's best proposal from both a cost and a technical standpoint.
- b) Proposals received in response to this solicitation will be evaluated by USAID pursuant to the Federal Acquisition Regulations (FAR) and the Agency for Development Acquisition Regulation (AIDAR). In accordance with FAR 16, and as set forth in Section L of this solicitation, one award will be made by the Contracting Officer to the responsible Offeror whose proposal, conforming to the solicitation, is determined most advantageous to the government, all technical and cost factors considered. The formula set forth herein will be used by the contracting officer as a guide in determining which proposals will be most advantageous to the Government.

M.3 TECHNICAL EVALUATION CRITERIA

Technical proposals will be evaluated according to the criteria prescribed below. Offerors should note that the following criteria: (1) serve as the standard against which all proposals will be evaluated; and (2) serve to identify the significant matters which Offerors should address in their proposals.

To facilitate the review of proposals, narrative portions of proposals should be organized in the same order as the broad evaluation criteria. In evaluating the different components of the technical proposal, USAID/Indonesia will examine the overall merit and feasibility of the proposal, as well as specific criteria relevant to each component as elaborated below:

Evaluation Criteria

1. Technical Approach
2. Key Personnel and Staffing Pattern
3. Management and Monitoring Plan
4. Past Performance

Order of Importance: The following are the Technical Application evaluation criteria against which proposals will be evaluated. “Technical Approach” and “Key Personnel and Staffing Pattern” are equally important and together constitute the significant majority ranking for proposals. Each alone is more important than either “Management and Monitoring Plan” or “Past Performance.” “Past Performance” is equal in importance to “Management Plan”.

1. Technical Approach [see Section L.11.c]

The proposal demonstrates a clear, logical, innovative approach to the implementation of USAID’s Monitoring and Evaluation Support contract tasks outlined in Section C - Statement of Work. The evaluation will be based on the extent to which the proposed work is:

- a. Technically appropriate and sufficient.
- b. Realistic, in that it is achievable in its timeline and deliverables.
- c. Reflects a strong understanding of Indonesia and illustrates an ability to develop extensive network and in-depth knowledge of individuals and organizations (Indonesian and non-Indonesian) with expertise in fields related to the Development Objectives outlined in the CDCS as well as field research, data collection, and survey capacity.
- d. Activities appropriately integrate gender concerns into program implementation.

2. Key Personnel and Staffing Pattern [See Section L.11.d]

Proposed staff will be evaluated on the degree to which they meet the requirements outlined in Section C. Proposals will be scored on the degree to which:

- a. Key personnel and other Core Staff – meet the minimum requirements and are qualified to manage a project of this complexity and scope.

- b. Local and Expatriate Short Term Technical Advisors – The Offeror demonstrates a convincing plan to recruit a roster of Senior and Mid-level Experts, both Indonesian and expatriate, with expertise that spans the breadth of the CDCS portfolio. The Offeror outlines an initial matrix of experts.

3. Management and Monitoring Plan [See Section L.11.e]

The proposal demonstrates that the Offeror and its subcontractors (if any) have sufficient range, capacity and experience to successfully carry out the tasks in Section C, and make use of local organizations and partners where appropriate.

The proposal demonstrates appropriate supervision and quality control between the Jakarta office and sub-contractors or Short Term Technical Experts, and if applicable, home office, to achieve the tasks in Section C efficiently and effectively. The Offeror proposes a staffing structure that clearly outlines roles of additional full time staff, and if applicable, support from home office staff.

4. Past Performance [See Section L.11.f]

The Contractor and major sub-contractor performance information will be used for both responsibility determination and best value decision. USAID may use performance information obtained from other than the source identified by the Offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the referenced provided and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an Offeror's performance.

Adverse past performance information to which the Offeror previously has not had an opportunity to respond will be addressed in accordance with the policies and procedures set forth in FAR 15.3

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

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

- a) Demonstrated success in implementation of programs of similar size and complexity, timeliness of performance, and adherence to contract schedules and other time-sensitive project conditions;
- b) Effectiveness and retention of key personnel including prompt and satisfactory changes in personnel when problems were identified;
- c) Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the contractor's history of reasonable and cooperative behavior, customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements.

- d) Cost control, including accurate forecasting and financial reporting.

An Offeror's performance will not be evaluated favorably or unfavorably when 1) the Offeror lacks relevant performance history, 2) information on performance is not available, or 3) the Offeror is a member of a class of Offerors where there is provision not to rate the class against a subfactor. When this occurs, an Offeror lacking relevant performance history is assigned a "neutral" rating and the weighting of the evaluation criteria will be adjusted to accommodate this. Prior to assigning a "neutral" past performance rating, the Contracting Officer may take into account a broad range of information related to the Offeror's performance.

M.4 EVALUATION METHODOLOGY

Adjective	Technical/Management/Personnel Definition	Past Performance Definition
Outstanding	<p>An Outstanding proposal has the following characteristics:</p> <ul style="list-style-type: none"> • A comprehensive and thoroughly responsive proposal demonstrating an exceptional grasp of the requirements. • Proposal meets and fully exceeds the Government expectations or exceeds RFP requirements and presents very low risk or no overall degree of risk of unsuccessful contract performance. • Strengths significantly outweigh any weaknesses that may exist. No deficiencies are present. 	<p>The Offeror's performance of previously awarded relevant contracts met contractual requirements and fully exceeded many to the government's benefit. The company performed with very few or minor problems, for which corrective actions taken were, or are, expected to be highly effective. Performance of completed contracts was either consistently of the highest quality or exhibited a trend of becoming so. The Offeror's past performance record leads to an extremely strong expectation of successful performance.</p>
Very Good	<p>A Very Good proposal has the following characteristics:</p> <ul style="list-style-type: none"> • A responsive proposal demonstrating a strong grasp of the requirements. • Proposal meets RFP requirements and presents a low overall degree of risk of unsuccessful contract performance. • Strengths outweigh any weaknesses that exist. No deficiencies are present. 	<p>The Offeror's performance of previously awarded relevant contracts met contractual requirements and exceeded some to the government's benefit. The company performed with some minor problems, for which corrective actions taken were or are expected to be effective. Performance of completed contracts was either consistently of high quality or exhibited a trend towards becoming so. The Offeror's past performance record leads to a strong expectation of successful performance.</p>

<p>Satisfactory</p>	<p>A Satisfactory proposal has the following characteristics:</p> <ul style="list-style-type: none"> • A responsive proposal demonstrating a fair grasp of the requirements. • Proposal meets RFP requirements and presents a moderate overall degree of risk of unsuccessful contract performance. • Strengths outweigh some, if not all, weaknesses or deficiencies that exist. 	<p>The Offeror's past performance of previously awarded relevant contracts met contractual requirements. The company performed with some problems, for which corrective actions taken by the contractor were, or are expected to be, effective. Performance of completed contracts was consistently of adequate or better quality or exhibited a trend toward becoming so. The Offeror's past performance record leads to a reasonable expectation of successful performance.</p>
<p>Poor</p>	<p>A Poor proposal has the following characteristics:</p> <ul style="list-style-type: none"> • The proposal is in some respects unresponsive or shows a limited understanding of the requirements. • Proposal meets some or most of the RFP requirements, but presents a significant overall degree of risk of unsuccessful contract performance. • Weaknesses or deficiencies equal or outweigh any strength that exists. 	<p>The Offeror's performance of previously awarded relevant contracts did not meet some contractual requirements. The contractor's performance reflected some serious problems for which the contractor either failed to identify or implement corrective actions in a timely manner, or for which the correctible actions implemented were, or are expected to be, only partially effective. Performance of completed contracts was consistently of mediocre quality or exhibited a trend toward becoming so. The Offeror's past performance record leads to an expectation that successful performance might be difficult to achieve or that it can occur only with increased levels of government management and oversight.</p>
<p>Unacceptable</p>	<p>An Unacceptable proposal has the following characteristics:</p> <ul style="list-style-type: none"> • The proposal is largely unresponsive or does not meet the RFP requirements or requires a major rewrite of the proposal. • Presents an unacceptable degree of risk of unsuccessful contract performance. 	<p>The Offeror's performance of previously awarded relevant contracts did not meet most contractual requirements and recovery, if any, did not occur within the stated period of performance. The contractor's performance reflected serious problems for which the Offeror either failed to identify or</p>

	<ul style="list-style-type: none"> Deficiencies and significant weaknesses demonstrate a lack of understanding of the Government's needs. Weaknesses or deficiencies significantly outweigh any strength that exists. 	<p>implement corrective actions were mostly ineffective. Performance of completed contracts was consistently of poor quality or a trend toward becoming so. The Offeror's past performance record leads to a strong expectation that successful performance would not be achieved or that it can occur only with greatly increased levels of government management and oversight.</p>
Neutral	Not Applicable	<p>The Offeror lacks a record of relevant or available past performance history. Based on this, there is no expectation of either successful or unsuccessful performance.</p>

M.5 COST EVALUATION CRITERIA

No specific weight is assigned to the cost proposals evaluation. While the technical evaluation criteria are more important than the cost, cost remains important as part of the Agency's best value/tradeoff analysis and verification of the Offerors' understanding of the requirements.

Cost will primarily be evaluated for realism, allowability, reasonableness, and cost effectiveness. This evaluation consists of a review of the cost portion of an Offeror's proposal to determine if the overall costs proposed are realistic for the work to be performed, if the costs reflect the Offeror's understanding of the requirements, if the costs are consistent with the Technical Proposal and the efficient use of funding.

Evaluation of the cost proposal will consider the following:

- 1) Cost reasonableness, cost realism and completeness of the cost proposal and supporting documentation;
- 2) Overall cost control/cost effectiveness evidenced in the proposal (avoidance of excessive salaries, excessive home office visits, and other costs in excess of reasonable requirements); and
- 3) Amount of the proposed fee, if any.

Cost reasonableness and realism is an assessment of accuracy with which proposed costs represent the most probable cost of performance, within each Offeror's technical and management approach. A cost realism evaluation will be performed as part of the evaluation process as follows:

- a) Verify the Offeror's understanding of the requirements.

- b) Assess the degree to which the cost proposal accurately reflect the technical and management approach as well as the risk that the Offeror will be successful in providing the supplies or services for the costs proposed.
- c) Assess the degree to which the costs included in the cost proposal accurately represent the work effort included in the respective technical proposals.

Although technical evaluation criteria are more important than cost, the closer the technical evaluation scores of the various proposals are to one another, the more important cost considerations become.

M.6 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

(a) **Competitive Range:** The Government intends to evaluate proposals and may award a contract without discussions. However, if the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

(b) **Best Value/Tradeoff:** This procurement utilizes the tradeoff process set forth in FAR 15.101-1. If the Contracting Officer determines that competing technical proposals are essentially equal, cost/price factors may become the determining factor in source selection. Conversely, if the Contracting Officer determines that competing cost/price proposals are essentially equal, technical factors may become the determining factor in source selection. Further, the Contracting Officer may award to a higher priced Offeror if a determination is made that the higher technical evaluation of that Offeror merits the additional cost/price.

(c) **Award:** In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and sub factors as set forth in this solicitation.

M.7 CONTRACTING WITH SMALL BUSINESS CONCERN AND DISADVANTAGED ENTERPRISES

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and

AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

M.8 BRANDING IMPLEMENTATION PLAN AND MARKING PLAN

While the Branding Implementation Plan and Marking Plan will not be evaluated as a part of the best value consideration, award to the otherwise successful Offeror will not be made unless and until an acceptable plan is approved by the Government. Failure to submit an acceptable plan may cause the Government to award to the next successful Offeror. The evaluation of the Branding Implementation Plan and Marking Plans will focus on the following:

- (a) Completeness of the plans.
- (b) Responsiveness to specific circumstances, implementation challenges and working environments.
- (c) Comprehensiveness to include contract deliverables and performance requirements.

END OF SECTION M

ATTACHMENT 1 – CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

(Note: for local staff, please indicate the salary in Indonesian Rupiah)

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

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

12. EDUCATION (include all college or university degrees)				13. LANGUAGE PROFICIENCY (see Instruction on Page 2)		
NAME AND LOCATION OF INSTITUTION	MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading
					2/S	2/R
					2/S	2/R
					2/S	2/R

14. EMPLOYMENT HISTORY

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

2. Salary definition – basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, commissions, consultant fees, extra or overtime work payments, overseas differential or quarters, cost of living or dependent education allowances.

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

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

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

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

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

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

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

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

INSTRUCTION

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

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements.

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

3. General professional proficiency

S Able to speak the language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations on practical, social, and professional topics.

R Able to read within a normal range of speed and with almost complete comprehension of a variety of authentic prose material on unfamiliar subjects.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels normally pertinent to professional needs.

R Able to read fluently and accurately all styles and forms of the language pertinent to professional needs.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker and reflects the cultural standards of a country where the language is natively spoken.

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

PAPERWORK REDUCTION ACT INFORMATION

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

PAPERWORK REDUCTION ACT NOTICE

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

United States Agency for International Development
Office of Acquisition and Assistance
Policy Division (M/OAA/P)
Washington, DC 20523-7100;

and

Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

ATTACHMENT 2 – SF LLL – DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. CONTRACT</p> <p><input type="checkbox"/> b. GRANT</p> <p><input type="checkbox"/> c. COOPERATIVE AGREEMENT</p> <p><input type="checkbox"/> d. LOAN</p> <p><input type="checkbox"/> e. LOAN GUARANTEE</p> <p><input type="checkbox"/> f. LOAN INSURANCE</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. BID/OFFER/PROPOSAL</p> <p><input type="checkbox"/> b. INITIAL AWARD</p> <p><input type="checkbox"/> c. POST-AWARD</p>	<p>3 Report Type:</p> <p><input type="checkbox"/> a. INITIAL FILING</p> <p><input type="checkbox"/> b. MATERIAL CHANGE</p> <p>FOR MATERIAL CHANGE ONLY:</p> <p>YEAR _____ QUARTER _____</p> <p>DATE OF LAST REPORT _____</p>	
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> PRIME <input type="checkbox"/> SUBAWARDEE</p> <p>TIER _____, IF KNOWN:</p> <p>Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of _____</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency _____</p>	<p>7 Federal Program Name/Description: _____</p> <p>CFDA Number, if applicable: _____</p>		
<p>8. Federal Action Number if known: _____</p>	<p>9. Award Amount if known: _____</p>		
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>	<p>b. Individual Performing Services (including address if different from No. 10A) (last name, first name, MI)</p>		
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>		
<p>Federal Use Only:</p>		<p>AUTHORIZED FOR LOCAL REPRODUCTION Standard Form – LLL (Rev.7-97)</p>	

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

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

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

number; the proposal/proposal control number assigned by the Federal agency).
Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

Approved
by OMB
0348-0046

CONTINUATION SHEET

Reporting Entity: _____
Page _____ of _____

AUTHORIZED FOR LOCAL
REPRODUCTION
Standard Form – LLL (Rev.7-97)

ATTACHMENT 3 – CERTIFICATE OF CURRENT COST AND PRICING DATA

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

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Offeror and the Government that are part of the proposal.

FIRM_____

SIGNATURE_____

NAME_____

TITLE_____

DATE OF EXECUTION***_____

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

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

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

ATTACHMENT 4 – CONTRACTOR’S PAST PERFORMANCE REPORT (SHORT FORM)

CONTRACTOR PERFORMANCE REPORT – SHORT FORM
PART I : Contractor Information (to be completed by Prime)
1. Name of Contracting Entity:
2. Contract Number:
3. Contract Type:
4. Contract Value (TEC): (if subcontract, subcontract value)
5. Problems: (if problems encountered on this contract, explain corrective action take)
6. Contracts: (Name, Telephone Number and Email address)
6.a. Contracting Officer:
6.b. Contracting Officer’s Representative (COR):
6.c. Other:
7. Contractor:
8. Information Provided in Response to RFP No.:
PART II : Performance Assessment (to be completed by Agency)
1. Quality of product or service, including consistency in meeting goals and targets, and cooperation and effectiveness of the Prime in fixing problems. Comment:
2. Cost control, including forecasting as well as accuracy in financial reporting. Comment:
3. Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient operation of tasks. Comment:
4. Customer satisfaction, including satisfactory business relationship to clients, initiation and management of several complex activities simultaneously, coordination among Sub-contractors and developing country partners, prompt and satisfactory correction of problems, and cooperative attitude in fixing problems. Comment:
5. Effectiveness of key personnel including: effectiveness and appropriateness of personnel for the job; and prompt and satisfactory changes in personnel when problems with clients where identified. Comment:

[Note: The actual dollar amount of subcontracts, if any, (awarded to the Prime) must be listed in Block 4 instead of the Total Estimated Cost (TEC) of the overall contract. In addition, a Prime may submit attachments to this past performance table if the spaces provided are inadequate; the evaluation factor(s) must be listed on any attachments.]

ATTACHMENT 5 – SAMPLE SMALL BUSINESS SUBCONTRACTING PLAN

http://www.usaid.gov/forms/model_small_bus_plan.doc

SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS,
HUBZONE SMALL BUSINESS CONCERNS,
SMALL DISADVANTAGED BUSINESS,
and WOMEN-OWNED SMALL BUSINESS

MODEL SUBCONTRACTING PLAN OUTLINE *

Identification Data

Contractor: _____

Address: _____

Solicitation or Contract Number: _____

Project Title: _____

Total Amount of Contract (Including Options) \$ _____

Period of Contract Performance (MO. & YR.) _____

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

1. Type of Plan (Check One)

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

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

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

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

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

(2) A statement of--

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

\$ _____ and _____ %

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

\$ _____ and _____ % *

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

\$ _____ and _____ % *

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

\$ _____ and _____ % *

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

\$ _____ and _____ % *

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

\$ _____ and _____ % *

(vii) Total dollars planned to be subcontracted to women-owned small business concerns is:
\$_____ and _____%*

(*Expressed as a percentage of "A")

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

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

(Check all that apply)

Subcontracted

Supplies/Services LB SB VOSB SDVOSB HUB Zone SDB WOSB

(Attach additional sheets if necessary.)

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

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

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

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

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

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

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

(10) Assurances that the Offeror will--

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

REPORTING PERIOD	REPORT DUE	DUE DATE
Oct 1 – Mar 31	SF 294	04/30
Apr 1 – Sept 30	SF 294	10/30
Oct 1 – Sept 30	SF 295	10/30

ADDRESS:

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

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

SUBCONTRACTING PLAN AUTHORIZATION:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE: _____

ATTACHMENT 6 – REFERENCES

[Automated Directives System \(ADS\)](http://www.usaid.gov/who-we-are/agency-policy) (<http://www.usaid.gov/who-we-are/agency-policy>)

[USAID Evaluation Policy](http://www.usaid.gov/evaluation) (<http://www.usaid.gov/evaluation>)

[Gender Equality and Female Empowerment Policy](http://transition.usaid.gov/our_work/policy_planning_and_learning/documents/GenderEqualityPolicy.pdf)
(http://transition.usaid.gov/our_work/policy_planning_and_learning/documents/GenderEqualityPolicy.pdf)

USAID Evaluation Policy
(<http://www.usaid.gov/sites/default/files/documents/1868/USAIDEvaluationPolicy.pdf>)

Summary Checklist for Assessing USAID Evaluation Reports
http://usaidlearninglab.org/sites/default/files/resource/files/mod11_summary_checklist_for_assessing_usaid_evaluation_reports.pdf