



USAID
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INDONESIA

Issuance Date :	July 30, 2015
Questions Due Date:	August 13, 2015
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Closing Date:	September 09, 2015
Closing Time:	2:00PM, Jakarta Time

SUBJECT: Request for Proposal (RFP) No. SOL-497-15-000025
USAID CEGAH

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 \$20 to \$24 million, covering a total estimated period of five years.

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

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 in writing to proposals-indo@usaid.gov no later than the date and time indicated above. Questions will not be entertained after this date.

U.S. Agency for International Development
American Embassy, Jl. Budi Kemuliaan I/1 Jakarta 10110 – Indonesia
Tel: (62 21) 3435-9000
Fax: (62 21) 380-6694

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/
Sandra Savage
Contracting Officer
USAID/Indonesia

Attachment: RFP No. SOL-497-15-000025

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)		RATING	PAGE 3 OF 143 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER SOL-497-15-000025	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 07/30/2015	6. REQUISITION/PURCHASE NUMBER REQ-497-15-000111
7. ISSUED BY USAID/Indonesia, US Embassy Annex, Gedung Sarana Jaya, 15th Fl Jl. Budi Kemuliaan I/1, Jakarta, 10110 Indonesia		8. ADDRESS OFFER TO (If other than item 7) USAID/Indonesia, 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 09/09/2015
(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 34359464	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 (See Section I, Clause No. 52.232-8)	<input type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	<input type="checkbox"/> CALENDAR DAYS(%)
--	---	---	---	---

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
----------------------------------	------	----------	---

15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
--	---	---------------	----------------

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS	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 (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7) USAID/Indonesia, 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) Sandra Savage, Contracting Officer USAID/Indonesia	27. UNITED STATES OF AMERICA _____/s/_____ (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES/PRICES

B.1 PURPOSE

The purpose of this Contract is to provide technical assistance and services as described in detail in Section C, Statement of Work, for the implementation of USAID/Indonesia's CEGA project.

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

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 (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.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 Line Items</u>	<u>TOTAL</u> <u>in US\$</u>
CLIN 001 - Component 1	
Effectiveness of justice sector	\$ _____
Fixed Fee (if any)	\$ _____
CLIN 002 - Component 2	
Key GOI corruption prevention institution	\$ _____
Fixed Fee (if any)	\$ _____
CLIN 003 - Component 3	
Civil society initiatives	\$ _____
Fixed Fee (if any)	\$ _____
Total Estimated Cost	\$ _____
Total Fixed Fee (if any)	\$ _____
Total Estimated Cost Plus Fixed Fee (if any)	\$ _____

Budget Note:

Grants Under Contract - The Contractor is expected to award between 40-50 awards over the life of the project. Total funds to be disbursed as grants should not exceed \$10 million. Approximately \$5.5 million of this total is for the CSO support in Component 3; the remainder is to assist with implementation of Components 1 and 2.

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

C.1 INTRODUCTION

This Statement of Work (SOW) is designed for a Contractor to implement a five-year contract as part of the Government of Indonesia (GOI) development cooperation with the United States Government (USG). The activity name is CEGAH (pronounced *chay-GUH*), the Indonesian word for “prevent,” as this activity will focus on strengthening the judicial sector, government accountability institutions, universities and civil society organizations to prevent corruption. This contract supports USAID/Indonesia’s Country Development Cooperation Strategy (CDCS) 2014-2018 under Development Objective 1 (DO 1): Democratic Governance Strengthened and represents direct contributions to a number of goals identified in the GOI’s National Medium-term Development Plan 2015-2019. CEGAH is one element of the broader Democracy, Rights, and Governance (DRG) project designed to achieve progress on DO 1.

C.2 BACKGROUND

Indonesia is the largest economy in Southeast Asia and currently a G-20 nation; it is projected to be the world’s 7th largest economy by 2030.¹ A New York Times op-ed noted that Indonesia’s transition to democracy over the past 15 years has made it a “shining light for political reform in the developing world.”² The Government of Indonesia (GOI) is taking lead roles in initiatives with global implications, for example in the Association of Southeast Asian Nations (ASEAN), Asia-Pacific Economic Cooperation (APEC), the Open Government Partnership (OGP), Sustainable Development Goals and others. Clearly, Indonesia has much to share with other countries that aspire to increase economic growth and deepen their democratic commitments. At the same time, Indonesia continues to aspire to improve its own growth trajectory to assure greater social equity and reductions in poverty, and to achieve improvements in its system of democratic accountability.

As the world’s third largest democracy, Indonesia is a key partner whose successful democratic consolidation has regional and global implications. While Indonesia has been successful to date in the transition from authoritarian rule begun in 1998, the full consolidation of democracy is still a work in progress. The vigorous contestation of the 2014 presidential election gave many analysts hope, with its ultimate conclusion inaugurating Joko Widodo (known as “Jokowi”), the first Indonesian president who was neither a military leader nor a member of a privileged and elite family and who rose to prominence on his reputation for clean governance. Yet the challenges he has faced over the initial half year of his presidency all demonstrate the lack of full consolidation of democracy: a recalcitrant political opposition; pro-status quo elements within his own political coalition; a roll-back (then reinstatement) of direct local elections by the legislature; the appointment of many lackluster ministers with weak reform credentials; and most recently a significant reduction in the effectiveness of the once world-class Corruption Eradication Commission (KPK) at the hands of regressive elements of the national police and their political cronies. In multiple analyses conducted by USAID, other development partners, and independent scholars, the need for Indonesia to make further progress against obstacles to democratic governance, including the guarantee of equality between men and women, has been

1 McKinsey Global Institute: The archipelago economy: Unleashing Indonesia’s potential, September 2012, http://www.mckinsey.com/insights/asia-pacific/the_archipelago_economy.

2 http://www.nytimes.com/2014/02/22/opinion/indonesian-democracys-guiding-hand.html?_r=0;
http://www.dflat.gov.au/geo/indonesia/indonesia_brief.html

clearly articulated.³ Government accountability and responsiveness, protection of citizen rights, and addressing development inequalities in Eastern Indonesia – particularly gender-based violence (GBV) – have all been identified as key constraints to democratic governance and equitable development more broadly. Consequently, investment in democracy, rights, and good governance carries the prospect of global impact by demonstrating that Indonesia can prosper and thrive as a function of its commitment to public accountability and the protection of the rights of all its citizens.

Indonesia's performance on key indices such as Freedom House's Freedom in the World and the World Bank's governance indicators demonstrate both impressive democratic transformation and slower improvement in governance. Nonetheless, governance improvements have been fairly steady and demonstrate that reforms – while taking significant time to take root – can be successful. Political rights and civil liberties have trended dramatically upward since 1998 with an intermediate period of institutional change from 2000 to 2004. By 2005 Indonesia had all the institutions of democracy in place. Yet the pace of improvements in Indonesian governance has lagged behind that of its once heady institutional transformation, notwithstanding most governance improvements have been fairly steady. In terms of measures of corruption the picture of gradual but steady improvement over the past 16 years is also evident.

But despite the improvements in most of these indicators since 1998, Indonesia still remains in the bottom half of many key global rankings, and still scores barely above 30 out of 100 on the Corruption Perceptions Index. In short, targeted investments in key democracy, rights, and governance sub-sectors can help strengthen these gradual positive trends, and buttress reformers against the rollback of progress in key areas that some observers have noted.

The CEGAH activity contributes to USAID/Indonesia's Development Objective 1 (DO 1) to Strengthen Democratic Governance in Indonesia. DO 1 includes a broader set of activities to address democratic governance challenges in Indonesia in the sub-sectors of accountability and human rights, with enhanced efforts focused on the rights of women in Eastern Indonesia. Consistent with the strategic themes articulated in USAID/Indonesia's CDCS, partnerships with national and local government agencies, civil society organizations (CSOs) and the private sector are also woven throughout these activities. Similarly, the values of enhancing sustainability by strengthening local systems, integration of DRG activities with the goals and objectives of other technical offices in the portfolio, empowerment and protection of the rights of the most marginalized and vulnerable citizens (especially women), and use of science and technology to leverage greater program impact are all intended to be captured under this project.

The development hypothesis of the broader Democratic Governance project is that work on both the supply (government) and demand (civil society) sides of good governance to generate further improvements in government accountability and the protection of citizen rights, with a special geographic focus on the rights of women in Eastern Indonesia, are key to improving governance as a whole in Indonesia. Improved governance will not only strengthen Indonesia's democracy, but also contribute indirectly to achievements in USAID/Indonesia's other sectors of health, education, and the environment. Given the project's small budget compared to Indonesia's enormous geographic size and population, this five-year effort will result in modest improvements in Indonesia's ability to prevent corruption, be more transparent, reform its bureaucracy, protect citizen rights, and reduce violence against women in Eastern Indonesia. However, such

3 Democracy, Human Rights, and Governance Assessment of Indonesia Final Report, January 2013. USAID/Indonesia, prepared by Tetra Tech; Anthony Saich et al. "From Reformasi to Institutional Transformation: A Strategic Assessment of Indonesia's Prospects for Growth, Equity, and Democratic Governance." Ash Center for Governance and Innovation, Kennedy School of Government, Harvard University, Cambridge, MA, April 24, 2010; Edward Aspinall and Marcus Mietzner, "Indonesian Politics in 2014: Democracy's Close Call" in *Bulletin of Indonesian Economic Studies*, [Volume 50](#), Issue 3, 2014.

incremental improvements should enhance the longer term trends discussed above and over time provide reason for optimism. Further, synergy among the various DRG project activities themselves needs to be actively sought and routinely measured to assure they are building on each other and leading toward the Development Objective.

This activity specifically addresses improving government accountability. Other DRG project activities will address protecting citizen rights and improving the rights of women in Eastern Indonesia.

Indonesia's Anti-Corruption Challenge

Indonesia in the last decade has embarked on an aggressive enforcement effort against corruption, especially through the Corruption Eradication Commission (KPK). The KPK, established in 2002,⁴ has been remarkably successful prosecuting high-profile cases of those who were in positions considered untouchable in the past, such as ministers, governors, legislators, judges, attorneys, high-ranking police officials, etc. The determination of the KPK has earned this institution unparalleled legitimacy and credibility among the public and has created hope for clean and accountable governance in Indonesia. In the last ten years, the GOI has also shown its commitment to fight corruption in other ways, such as ratification of the United Nations Convention Against Corruption (UNCAC) in 2006,⁵ becoming the coordinator of the Group of 20 (G-20) anti-corruption task force in Korea in 2010,⁶ and in 2015 issuing a second Presidential Instruction on Actions for Prevention and Eradication of Corruption (hereafter referred to as Inpres No. 7/2015).⁷ Indonesia also served as the global chair of the Open Government Partnership (OGP) in 2013-14.⁸ However, several problems still emerge and corruption continues to remain high.

The Open Government Partnership (OGP) highlights the availability of information as a key aspect of good governance, supporting civic engagement, implementation of the highest standards of professional integrity in public administration, and improving access to new technologies to promote openness and accountability. Indonesia served as global chair of OGP from October 2013 to September 2014. The implementation of OGP principles in annual national action plans in Indonesia is expected to improve some of the challenges described above.

The KPK is one of the most successful anti-graft bodies in Asia⁹ but it has received “push-back” for its success. The KPK’s leadership has faced obstacles and attacks from other government agencies, most recently the National Police, as the KPK moves forward with its efforts to bring greater accountability to those agencies. The attempted weakening of the KPK continues in many forms, including several attempts to revise its founding law (UU TIPIKOR), “criminalization”

4 The KPK was established by law in 2002 and became operational in 2004. It is legally empowered to: 1) Coordinate with institutions authorized to combat acts of corruption, 2) Supervise institutions authorized to combat acts of corruption, 3) Conduct preliminary investigations, investigations and prosecutions against acts of corruption, 4) Conduct corruption prevention activities, and 5) Conduct monitoring of state governance.

5 Law No. 7/2006 on Ratification of the United Nations Convention Against Corruption; previously the GOI issued Presidential Instruction No. 5/2004 on Acceleration Efforts on Fighting Against Corruption.

6 Indonesian Government’s Commitment in Anti-corruption, G-20 Summit, November 2010.

7 Presidential Instruction No. 7/2015 on Actions for Prevention and Eradication of Corruption.

8 The Open Government Partnership (OGP) is a multi-stakeholder initiative focused on improving government transparency, accountability and responsiveness to citizens. OGP brings together government and civil society champions of reform who recognize that governments are much more likely to be effective and credible if they open their doors to public input and oversight. In just three years since OGP’s launch, its membership has grown from 8 to 64 countries, with hundreds of civil society organizations participating in the OGP process at the country-level. <http://www.opengovpartnership.org/>

9 Tony Kwok, Former Commissioner of Hong Kong Independent Commission Against Corruption (ICAC), *Kompas* February 11, 2015.

of KPK commissioners and staff via questionable accusations of wrongdoing, withdrawal of seconded staff particularly from the national police and the Attorney General's Office, and threats and intimidation targeted at KPK staff and CSO supporters. In spite of these pressures, Indonesia continues with its trend over the last fifteen years of slight, but steady improvement in fighting corruption.¹⁰ The fight against corruption continues but the impact is still difficult to discern. Vigorous investigation and prosecution, while welcome, do not seem able to significantly reduce corruption on their own. Moreover, the KPK is a small institution compared to the size of the country and the magnitude of the problem. With around one thousand staff and only one office, in Jakarta, the KPK's effectiveness in reaching out to the more remote jurisdictions of the nation is constrained by its lack of resources. In addition, with the advent of the Village Law (No. 6/2014) increasing resource transfers to lower levels of government there is concern regarding further risks of fraud and corruption. In short the KPK, Attorney General's Office (AGO), and courts are all limited in their abilities to address an increasing number of cases, and an approach that relies heavily on enforcement is costly and time consuming. In such a situation, a complementary approach of prevention is therefore necessary to reduce corruption before it occurs.

The ratification of UNCAC and the issuance of Inpres No. 7/2015 are not yet effective in their implementation. There are several aspects of the Criminal Code (KUHP) and Criminal Procedure Code (KUHAP) that need to be revised and harmonized to be in compliance with the UNCAC,¹¹ while the Presidential Instructions that must be implemented by all ministries and agencies have not yet produced significant results. The KPK as the leading anti-corruption agency has conducted several prevention efforts, mostly public education campaigns through supervision of anti-corruption prevention conducted by other agencies, also through administering the wealth report (LHKP) and gratification report. Yet the KPK's overall prevention efforts in the last decade are very thinly spread and partial. Nonetheless, the KPK long-term strategy clearly highlights linkages between corruption prevention and prosecution.¹² This has been followed up by MOUs signed with several ministries regarding Action Plans on Preventing Corruption in specific sectors, such as the Action Plan on Acceleration of Forest Area Determination and the Action Plan on a National Movement to Conserve Natural Resources (the latter covers forest, marine, and mineral resources).

C.2.1 RELATIONSHIP TO USG PRIORITIES

CEGAH supports USG priorities encompassing development and diplomatic goals. The GOI and USG have progressed on cooperation in the area of democracy, rights, and governance under the U.S.-Indonesia Comprehensive Partnership, inaugurated by the two countries in 2010 and reaffirmed by President Jokowi. Cooperation on key elements of accountability and anti-corruption covered by the Democracy and Civil Society Working Group were endorsed by Secretary Clinton and Foreign Minister Natalegawa in 2011 and have been reaffirmed by the two governments in each subsequent meeting of the Joint Commission Meetings, the main vehicle to implement the Comprehensive Partnership.

Indonesia and the US are two of eight Open Government Partnership (OGP) founding members and the USG continues to partner strongly with Indonesia in support of OGP. Over the coming years the US and Indonesia expect to continue to confirm their high-level commitments under

10 Corruption Perceptions Index (CPI) released by Transparency International gives Indonesia a score of 34 and placing 107 out of 175 countries ranked by TI in 2014. This score is slightly better than 2013, in which Indonesia's CPI score was 32 and ranked 114 out of 177, continuing a trend of marginal annual improvements over the past five years. See www.transparency.org for more details.

11 KPK presentation, UNCAC Implementation Review, 4th Indonesia Anti Corruption Forum, Jakarta, June 10-12, 2014. http://www.slideshare.net/indo_acf/kpk-sujanarko-uncacreviewacforum.

12 <http://www.kpk.go.id/id/tentang-kpk/roadmap-dan-rencana-strategis>.

OGP to strengthen open government, civil society engagement, and transparency to fulfill reforms addressed in each country’s OGP Action Plan.

Learning from international best practices, corruption prevention efforts are ideally conducted by all institutions through strengthening systems, mechanisms and procedures, and linking all of these cohesively to prosecution efforts. Such practices have been implemented by several countries, including the United States, in which the key accountability agencies, such as the Government Accountability Office (GAO), Inspectors General (IGs), and the Office of Management and Budget, work hand-in-hand to prevent and minimize fraud, waste and abuse of federal public funds and together coordinate closely with the Department of Justice that has prosecution authority.¹³ Audit findings and recommendations are followed up and closely monitored. IGs and the GAO also report on potential fraud that could be mitigated every year. The degree of independence of these institutions make it possible for them to work efficiently and improve the government bureaucracy in accordance with changes and demands from the public regarding transparency and accountability of public funds as well as the quality of services. In addition to these institutions, the presence and effective role of other independent agencies, such as the Merit Systems Protection Board (MSPB) that protects the civil service and the Office of Special Counsel (OSC) that protects whistleblowers also play significant roles in strengthening the U.S. domestic accountability system. Meanwhile, checks and balances are ensured and the presence of CSOs to provide independent oversight and advocacy is crucial. The U.S. system has served as a fruitful source of peer mentoring and learning for Indonesian institutions in the past.

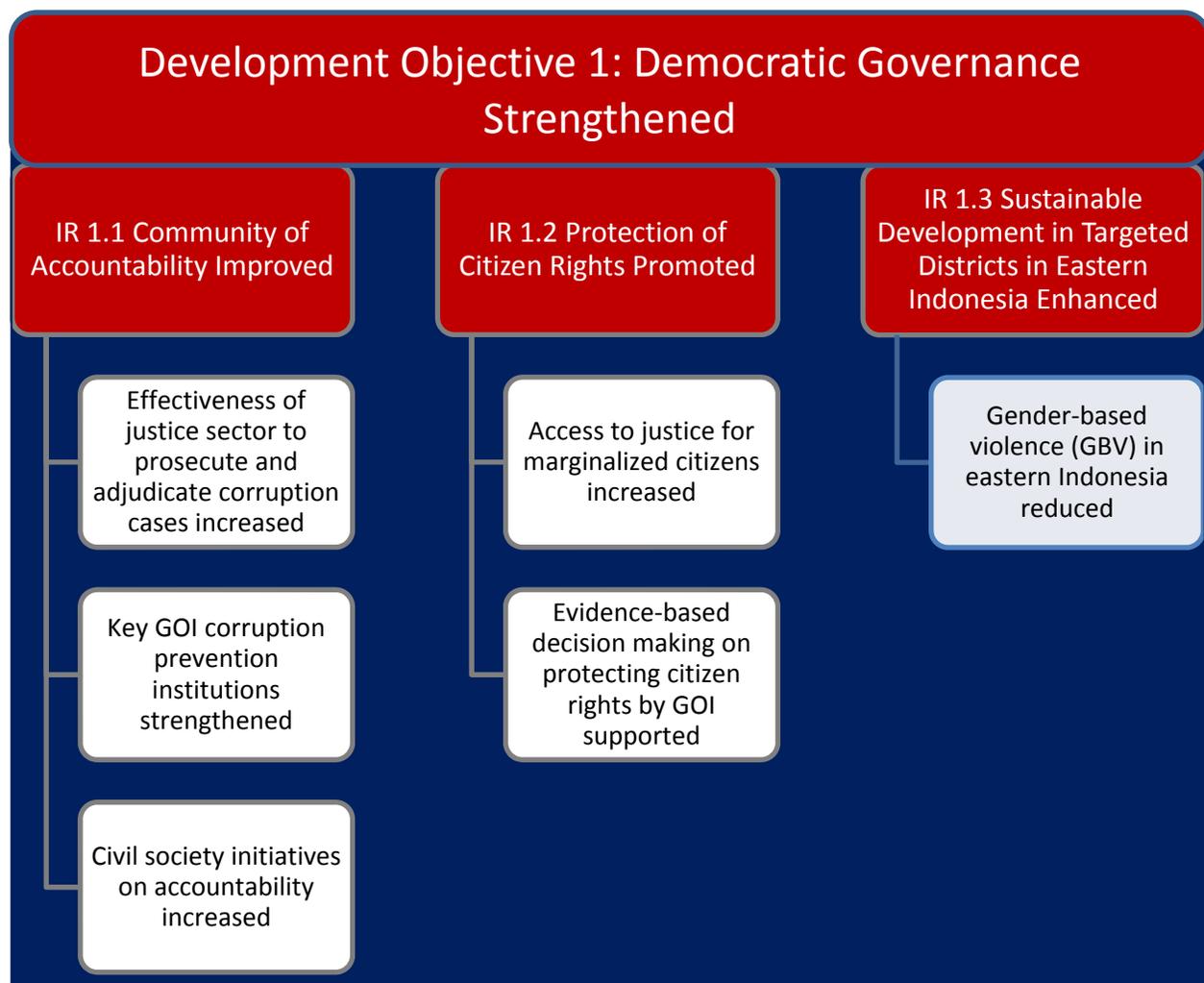
RELATIONSHIP TO APPROVED MISSION STRATEGY

CEGAH falls under the umbrella of the Democratic Governance Project under [USAID/Indonesia’s CDCS](#) for Indonesia. In particular, CEGA will contribute to the achievement of the CDCS’ Intermediate Result (IR) 1.1: Community of Accountability Improved and all three of its lower-level results. Over the five year period of that strategy (FYs 2014-2018), co-investment with Indonesian counterparts and other stakeholders will result in a stronger Indonesia advancing national and global development. Under the CDCS, four Development Objectives (DOs) were identified to achieve this goal.

DO 1:	DEMOCRATIC GOVERNANCE STRENGTHENED
DO 2:	ESSENTIAL HUMAN SERVICES FOR POOREST AND MOST VULNERABLE IMPROVED
DO 3:	GLOBAL DEVELOPMENT PRIORITIES OF MUTUAL INTEREST ADVANCED
DO 4:	COLLABORATIVE ACHIEVEMENT IN SCIENCE, TECHNOLOGY AND INNOVATION INCREASED

Results of CEGA will directly contribute to the achievement of CDCS Development Objective 1, which includes three Intermediate Results (IRs). In particular, CEGA will address IR 1.1, “Community of Accountability Improved.”

13 Indonesian Working Group on Bureaucracy Reforms, study visit to Washington, DC led by KemenPANRB, September 2012.



C.2.2 PAST USAID DEMOCRATIC GOVERNANCE ACTIVITIES

Many of the elements of this activity build on the achievements of current activities implemented under USAID/Indonesia’s 2009-2013 Country Strategy. These current activities have demonstrated that strategic partnerships with reform entrepreneurs within key government agencies can foster improvements in democratic governance. For example, Changes for Justice (C4J)’s successful piloting of a computerized court case tracking system in selected district courts resulted in the Supreme Court adopting the system and mandating its deployment on a national basis to all 352 district courts. C4J has also helped the Supreme Court deploy this system in all provincial appeals courts. This system has helped reduce corruption in the judicial system by preventing judges from unduly delaying cases or offering alternative verdicts to defendants for a price. This work followed earlier success under C4J and the Millennium Challenge Corporation Indonesia Control of Corruption Project (MCC-ICCP), which helped the Supreme Court develop an online database to publish appeals judgments. This “Direktori Putusan” system successfully detected an instance of a judge’s manipulation of a verdict in a drug case, and as a result the original verdict was enforced.

Under the Educating and Equipping Tomorrow’s Justice Reformers (E2J) activity, eight leading Indonesian law schools have developed clinical legal education modules to supplement the overly theoretical focus of their traditional curriculum. These legal clinics have resulted in these law schools producing graduates who are better prepared for the job market and more interested in defending the rights of the poorest and most vulnerable by working for legal aid institutes. E2J has also helped these law schools create stronger relationships with formal justice sector

institutions and civil society organizations to strengthen practical legal education and analytical research.

With training and mentoring from the Strengthening Integrity and Accountability Program (SIAP 1), the Finance Audit Agency (BPK)'s auditors have begun to undertake more and higher quality performance audits; in the past the BPK had conducted solely financial audits. These performance audits focus on evaluating the impact of government programs, and as such are a key support for evidence-based policy-making. In order to improve the BPK's internal fraud prevention procedures, SIAP 1 has helped the BPK establish a fruitful professional relationship with its peer supreme audit institution from the U.S., the Government Accountability Office (GAO). SIAP 1 has also helped the Corruption Eradication Commission (KPK) develop the capacity of its training facility, and as a result the KPK's investigators are better equipped to detect and investigate government corruption.

SIAP 2 and IKAT-U.S., both DRG activities that concluded in 2014, helped USAID engage a large set of local CSOs directly and deepened our relationships with reform-oriented civil society. They also taught us how direct local implementation entails both clear benefits but also risks related to slower than optimal delivery and reinforced the critical value of institutional capacity building targeted at key CSO partners.

Program Representasi (PROREP), which will continue until 2016, provides USAID with a unique and flexible tool that has enhanced local participation in the policy advocacy and formulation process in a set of key areas relevant to health, education, environment, DRG and USAID's partnership with GOI on South-South and Triangular Cooperation.

C.3 ACTIVITY GOAL AND APPROACH

CEGAH's highest level result is, "Community of Accountability Improved." It is divided into three components that will work simultaneously in various activities to support efforts to prevent corruption in Indonesia and to link these prevention efforts better to enforcement conducted by prosecuting agencies, such as the KPK. The implementing partner must link all efforts under the three components described below to maximize the effectiveness of CEGA in reaching its goals.

RATIONALE/DEVELOPMENT HYPOTHESIS

Activity Result: "Community of Accountability Improved"

"Community of Accountability" refers to the ecosystem of institutions, rules, and reform entrepreneurs within governing institutions, civil society, and the private sector, as well as encompassing more general public attitudes and behaviors that mutually support an anti-corruption and transparent and effective government agenda. The purpose of this activity, which corresponds to Intermediate Result 1.1 in the CDCS, is to help these institutions and stakeholders further their reform agenda and support the flourishing of a culture of accountability in Indonesian governance.¹⁴ Where relevant and feasible, we seek partnerships with private sector actors who have demonstrably public-spirited goals. Thus these activities will help civil

14 Accountability involves a relationship between a person or institution (the "agent") who exercises power and the people or institutions (the "authorizers") who authorize that exercise of power. For our purposes, agents typically are elected leaders and other government officials and authorizers are voters, elected leaders and government officials. There are two key elements to this relationship: First, the agent has to explain and justify his/her conduct to the authorizers. Second, the authorizers must have both the willingness and ability to exercise oversight and to cause consequences (positive or negative) for the agent. (This discussion of accountability draws heavily on: "Analysing and Assessing Public Accountability: A Conceptual Framework" by Mark Bovens, European Governance Papers [EUROGOV] No C-06-01. Available at www.connex-network.org/eurogov/pdf/egp-connex-C-06-01.pdf.)

society and the private sector “demand” greater accountability and protection of citizen rights, and will also help governing institutions “supply” those public goods to further Indonesia’s democratic consolidation. Focusing strictly on the supply side can rob reform entrepreneurs within government of critical societal support and pressure for their reforms against vested interests, while focusing only on the demand side can create unmet pressure for change, which in turn can foster frustration, cynicism, and erosion of trust in democracy itself. A balanced approach is necessary, to the mutual benefit of reform entrepreneurs in all sectors.

All activities under each of the three components are intended to contribute to achievement of the highest-level result of “community of accountability improved,” especially in strengthening corruption prevention in Indonesia. The first component focuses on corruption prosecution and adjudication by permanent justice institutions (primarily the Supreme Court) and the ad hoc anti-corruption courts, which fall under the authority of the Supreme Court. The second component works with key accountability agencies to build their capacity to coordinate, cooperate and act for better corruption prevention that strongly links to enforcement. The third component is to strengthen the role of CSOs including media, universities, and research institutes to strengthen public demand for accountability, including research and advocacy on corruption prevention.

CEGAH will employ a multi-dimensional, multi-faceted approach by addressing systems, processes, and inter-relationships for ensuring effective public accountability. When combined with diplomatic efforts to encourage public accountability, this approach will create a robust effort for reforms in Indonesia. It will work with government agencies, citizen groups, universities, research institutes, and media. It will support efforts to improve accountability within government institutions and at the same time support innovative efforts to increase the demand for accountability. It will focus much of its effort at the national level but also support activities in selected sub-national locations by emphasizing corruption prevention and enhanced accountability in several strategic sectors such as health care, education and the environment (marine and forestry).

CEGAH must be implemented in a way that is results-oriented, demand-driven, participatory, flexible, and sustainable. The activity’s approach must also consider several other principles of USAID program management guidance on Collaborating, Learning and Adapting (CLA), as outlined by USAID’s Bureau for Policy, Planning and Learning, and Gender Equality. CEGA will undertake a robust impact evaluation of its programming.

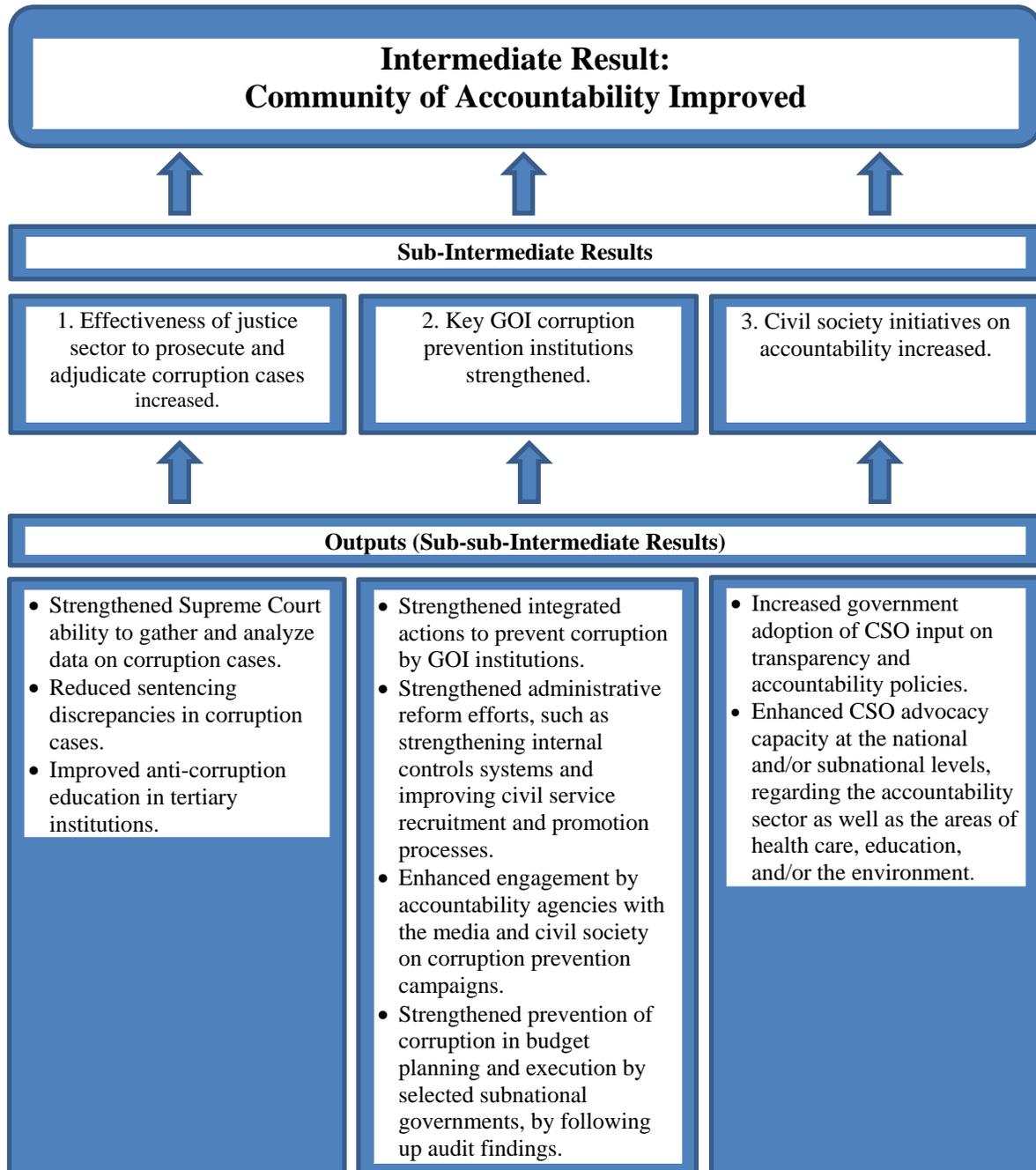
Required Indicators:

- World Justice Project (WJP) Rule of Law Index components 2.1 and 2.2 under Factor 2 (absence of corruption in the judicial and executive branch).
- Number of CSOs receiving USG assistance engaged in advocacy interventions. (Standard Indicator No. 2.4.1-9)

There are no standard indicators for addressing the extent to which DRG programs in particular promote gender equality, female empowerment, and social inclusion. However, the Contractor must track the following standard indicators for all relevant activities:

- Percentage of females who report increased self-efficacy at the conclusion of USG supported training/programming. (Standard Indicator No. GNDR-3)
- Percentage of participants reporting increased agreement with the concept that males and females should have equal access to social, economic, and political opportunities. (Standard Indicator No. GNDR-4)

CEGAH ACTIVITY – RESULTS FRAMEWORK FRAMEWORK



C.4 SCOPE OF WORK: EXPECTED RESULTS

The activity is comprised of three key components (sub-intermediate results):

- COMPONENT 1: Effectiveness of justice sector to prosecute and adjudicate corruption cases increased. (C.4.1) (20% of resources)
- COMPONENT 2: Key GOI corruption prevention institutions strengthened. (C.4.2) (55% of resources)
- COMPONENT 3: Civil society initiatives on accountability increased. (C.4.3) (25% of resources)

These three activity components focus on continuing support to various government agencies in strengthening efforts to increase transparency and accountability to the public. This activity will focus more on the “prevention” aspects of fighting corruption, rather than a focus on investigative and enforcement capabilities. The components will work with both the supply side and demand side, particularly in linking the efforts on both sides to address corruption from a holistic, integrated approach. Initiatives such as the Open Government Partnership (OGP) and innovative technology solutions will serve as means with which to increase the effectiveness of both GOI and CSO efforts to combat corruption, particularly through the improvement of government performance, and the strengthening of linkages and cooperation between government and non-governmental actors, and reducing improper influences in government decision-making.

There are “Required Tasks” listed within each of these three components described in further detail in this section. At the minimum the Contractor must complete all of the Required Tasks. The Contractor is encouraged to propose additional Required Tasks for each component.

Where appropriate, the Contractor should engage with media and utilize innovative technology. Where applicable, the Contractor should coordinate and seek linkages with other USAID/Indonesia Environment (Marine and Forestry), Health, Education, and Science & Technology programs to increase transparency and accountability activities.

The Contractor must ensure that activities are responsive to gender considerations, and seek to ensure that the assistance provided and the results achieved are beneficial to both women and men. The Contractor must demonstrate an institutional commitment to gender equality and expertise. The Contractor must strive to increase diverse participation in all of the accountability activities.

To achieve the results listed below, the Contractor may use a combination of technical assistance, training, analyses, studies, workshops, information transfers, and sub-grants to CSOs or universities.

C.4.1 COMPONENT 1 (Sub-intermediate result 1.1.1): Effectiveness of justice sector to prosecute and adjudicate corruption cases increased.

Within the formal justice sector, opportunities have been identified within the courts and the prosecutors’ offices to support efforts to improve their capacity to address corruption cases, and within select universities, working together with civil society and in close cooperation with justice institutions, to further anti-corruption education and strengthen anti-corruption centers and networks, thus building off of previous USAID work in legal clinical education. In particular, the development of tools which can analyze and report progress on corruption and related criminal cases is also needed both to demonstrate the GOI’s efforts to combat corruption and instill greater accountability, as well as to strengthen public confidence in those entities.

Sub-IR 1.1.1 is comprised of three elements (sub-sub-intermediate results), as follows:

- Sub-sub-IR 1.1.1a: Strengthened Supreme Court ability to gather and analyze data on corruption cases.
- Sub-sub-IR 1.1.1b: Reduced sentencing discrepancies in corruption cases.
- Sub-sub-IR 1.1.1c: Improved anti-corruption education in tertiary institutions.

Required Indicators:

- Number of judges and judicial personnel trained with USG assistance. (Standard Indicator No. 2.1.2-7)
- Number of USG-assisted courts with improved case management systems. (Standard Indicator No. 2.1.3-13)

Suggested Indicators:

- Number of public complaints filed with the Judicial Commission and the Ombudsman regarding courts' handling of corruption cases.
- Average score of quality of judicial decisions in corruption cases by judiciary watch CSO.
- Standard deviation of sentences for similar corruption offenses.
- Percentage of similar corruption offenses sentenced at least 75 percent of the maximum term.
- Number of tertiary educational institutions adopting anti-corruption modules in their curricula.

Sub-sub-IR 1.1.1a: Strengthened Supreme Court ability to gather and analyze data on corruption cases.

Corruption cases in this regard include all cases prosecuted by both the AGO (Attorney General's Office) and the KPK (Corruption Eradication Commission) that fall into the jurisdiction of the anti-corruption special chamber in the general court, i.e. corruption crimes, money laundering, and other corruption-related crimes stipulated in Law No. 46/2009 and Law No. 8/2010. The goal of this component is to improve the quality of corruption case judgments.

Further analysis and use of data is expected to lead to better evidence-based decision-making to improve accountability, including the quality of courts' judgment in corruption cases and the management which allows for effective enforcement. There are a number of systems already in place to further open data within the courts, including *Direktori Putusan*,¹⁵ an online database of Supreme Court judgments, and SIPP (*Sistem Informasi Penelusuran Perkara*),¹⁶ an automated case tracking system that provides case and judgment summaries for all appellate and district courts. This open data and analysis of it can assist with the following: 1) to increase the tracking and monitoring of corruption and related criminal cases; 2) to identify sectors in which GOI and relevant stakeholders bring corruption cases; and 3) to hold judges accountable for the handling of corruption and related criminal matters brought before their courts. Implementing and mainstreaming evidence-based decision-making is particularly important to the Supreme Court's

15 Direktori Putusan, a result of USAID/MCC ICCP (Indonesia Control of Corruption Project) 2007-2010, can be accessed here: <http://putusan.mahkamahagung.go.id>.

16 Automated case tracking systems maintained by district courts can be accessed here: <http://sipp-ma.mahkamahagung.go.id/map/maps.php> and by appellate courts, here: <http://sipp-ma.mahkamahagung.go.id/map/maps-pt.php>. The SIPP is a result of USAID/Indonesia's C4J (Changes for Justice) 2010-2015 activity.

Kamar Pidana Khusus (the Chamber of Special Crimes) and *Badilum* (the Directorate General of the General Court), in close coordination with the Judicial Commission.

In addition to enhancing the analytical skills of justice sector actors, the Contractor must also focus on strengthening existing systems to improve transparency and accountability of the justice sector by the public and increase the monitoring and evaluation abilities of the Supreme Court and the Judicial Commission to improve court performance.

By continuously improving the quality of court judgments in corruption cases as well as ensuring public access to better information, the courts can demonstrate to the public their seriousness in addressing corruption, demonstrate the court system's own transparency and accountability that is necessary to earn public trust, and identify areas of potential vulnerability to corruption within the judicial system and the ability to take corrective action.

The Contractor must design and implement in collaboration with partners, including the Supreme Court, the Judicial Commission (Komisi Yudisial), other justice sector state actors, and relevant CSOs, an intervention that creates an enabling environment for both state actors and non-state actors in the justice sector to use and analyze judgments and data pertaining to corruption cases using open data tools. This work should also encourage closer participation of relevant CSOs, including universities/law schools (*See Sub-sub-Result 1.1.1c below*).

Required Tasks:

- Use data tools to increase tracking and monitoring of corruption and related criminal cases.
- Support interventions to better use available open data (including the Direktori Putusan court decision database and the SIPP case tracking system) to facilitate better quality corruption judgments.
- Support the adoption and implementation of the International Framework for Court Excellence in the Special Courts on Corruption Crimes.¹⁷
- Support performance audits within the Supreme Court focusing on standards of court services, using the International Framework for Court Excellence and/or the Ministry of Civil Service Management and Bureaucracy Reform's Assessment System for Bureaucracy Reform.¹⁸
- Technical assistance and training to improve the SIPP case tracking system to include more sectoral and sub-sectoral tags (i.e., corruption cases involving the environment in addition to other classifications for the education and health sectors) to improve research and analysis of cases by the GOI and the public.

Sub-sub-IR 1.1.1b: Reduced sentencing discrepancies in corruption cases.

The KPK, while effective in tackling grand-scale, high-profile corruption cases at the national level, has limits upon its authority and resources concentrated in Jakarta. Prosecuting rampant corruption at the sub-national level as well as lesser-scale corruption and public integrity cases are generally within the purview of the Attorney General's Office (AGO) as public prosecutor. In 2009, the national legislature adopted an amendment to the Law on the Special Court for

17 The International Framework for Court Excellence is a quality management system by the US National Center for State Courts-led International Consortium on Court Excellence designed to help courts improve their performance. It represents an all-encompassing approach to achieving court excellence, rather than a more limited focus on particular aspects of court governance, management, or operations. The 2nd edition of the Framework (March 2013) incorporates the latest developments in international court improvement strategies, <http://www.courtexcellence.com>.

18 The Supreme Court's Badan Pengawas (Oversight Agency) referenced both standards in the Supreme Court Annual Report 2013:100

<http://www.pembaruanperadilan.net/v2/2014/02/penyampaian-laporan-tahunan-2013-mahkamah-agung/>

Corruption Crimes.¹⁹ This amendment further expands the jurisdiction of the Special Courts to hear all corruption cases governed under special laws on corruption and related crimes, not included in the general Criminal Code.

The successful prosecution of these types of cases by public prosecutors contributes greatly to overall public integrity. However, while the KPK is able to boast of a 100% conviction rate,²⁰ the AGO which handles significantly more cases from all 34 provinces has a lower conviction rate, contributing to public perception that the AGO may not be doing enough to combat corruption.

However, the conviction rate does not tell the whole story in terms of successful prosecution. The consistency and length of sentences requested by prosecutors and sentences eventually rendered by judges both play a key role in determining the effectiveness of anti-corruption law enforcement. A 2014 study of corruption crimes by Indonesia Corruption Watch (ICW) and Yayasan Lembaga Bantuan Hukum Indonesia (YLBHI, the Indonesian Legal Aid Foundation) shows significant sentencing disparity and a trend of law enforcement actors, primarily public prosecutors under the AGO and judges, rendering light sentencing in corruption crimes.²¹ This has raised doubts on the part of both the public and anti-corruption CSOs that law enforcement has effectively brought deterrent effects to curb corruption.

This study highlights three factors that have caused disparity in corruption crimes sentencing: 1) the absence of clear and effective sentencing guidelines for prosecutors and judges; 2) a lack of clarity in the underlying corruption crimes laws, particularly in the issues of imprisonment in lieu of financial penalty; and 3) unethical conduct by prosecutors and judges.

Currently, there are no common sentencing guidelines for corruption cases. This is necessary to instill greater public confidence in the courts as well as the public prosecutors in the fight against corruption. The lack of consistent guidelines leaves the court and the public prosecutor open to charges of favoritism in punishing those convicted of corruption and related crimes. Requiring the application of sentencing guidelines will reduce the opportunities for improper influence over a judge's decision on penalties. Effective coordination between the KPK and the AGO as prosecutors to properly bring corruption indictments, and the Supreme Court with all the Special Courts of Corruption Crimes to properly adjudicate them in accordance with the laws, will help set sentencing standards.

The Contractor must design and implement, in collaboration with partners, including the Supreme Court, the Special Courts for Corruption Cases, AGO, KPK, the Judicial Commission (Komisi Yudisial), Komisi Kejaksaan (Prosecutorial Commission), other justice sector state actors, and relevant CSOs, an intervention to address sentencing discrepancies in corruption cases. This work should also encourage closer participation of relevant CSOs, including universities/law schools (*See Sub-sub-Result 1.1.1c below*).

19 Law No. 46/2009.

20 The conviction rate for a prosecutor is the number of convictions divided by the number of criminal cases prosecuted.

21 Study supported by USAID/Indonesia's SIAP-1 project; Presentation of this study on sentencing disparity that was carried out from July 2013 through February 2014 can be accessed here:

https://prezi.com/75lcmahhtzha/studi-atas-disparitas-putusan-pemidanaan-perkara-tindak-pida/?utm_campaign=share&utm_medium=copy; See also "Types/length of special crimes sentencing rendered through the Supreme Court's ordinary appeal (*kasasi*) in 2013", *The Supreme Court's Annual Report 2013 p. 55*. Sentencing disparity is defined as "a form of unequal treatment that is often of unexplained cause and is at least incongruous, unfair and disadvantaging in consequence" (see Alfred Blumstein, et al. *Research on Sentencing: The Search for Reform*, Volume II (1983)). It is important to distinguish disparity from differences that arise due to legitimate use of discretion in the application of the law and those differences that arise due to discrimination or other unexplained causes unrelated to the issues found in the specific criminal case, including ethical violations and bribery.

Required Tasks:

- Support the Supreme Court and AGO to develop and implement common sentencing guidelines for corruption cases.
- Support effective coordination between the KPK, AGO and other law enforcement entities to strengthen corruption indictments.
- Support the Supreme Court, including the Special Courts on Corruption Crimes, to properly adjudicate corruption cases in accordance with the laws.
- Facilitate the participation of CSOs in the development and implementation of the common sentencing guidelines for corruption cases.

Sub-sub-IR 1.1.1c: Improved anti-corruption education in tertiary institutions.

A number of law schools in Indonesia, such as the University of Indonesia (UI) and University of Gadjah Mada (UGM), have established autonomous legal studies centers that carry out research and advocacy on anti-corruption policies as well as exercise a monitoring role on the performance of government institutions, including courts and prosecutors' offices.²² USAID's E2J (Educating and Equipping Tomorrow's Justice Reformers) activity has also helped eight law schools, including the two mentioned above, establish practice-oriented legal clinics focusing in a number of legal areas, including anti-corruption.²³

Anti-corruption legal clinics have been run quite well in the law schools of UI and UGM. Their better access and connection to justice and accountability CSOs, as well as with government justice sector institutions and private law firms, have provided comparative advantage in terms of understanding, consolidating and strategizing contemporary issues regarding anti-corruption policies and movements in Indonesia.

The CEGAH Contractor must build on the early success of these anti-corruption centers and legal clinics in both law schools to maintain and expand them within and beyond both universities. A key to the success of legal clinics and centers in Indonesia is the connections and relationships between civil society and universities. These relationships allow for students to access practical legal education, but also can strengthen civil society analysis, research, and advocacy in anti-corruption. The Contractor must work to expand and strengthen anti-corruption clinics, a combination of efforts from both universities and CSOs, to support a strong network across Indonesia. This activity can be done in coordination and collaboration with Department of Foreign Affairs and Trade (DFAT) Australia through the Australia-Indonesia Partnership for Justice II (AIPJ II) (See Section C.9.1).

The Contractor must also align its activities with the Indonesian Network for Clinical Legal Education - INCLE²⁴ that was established under the E2J Program. Its goals are to support the growth and development of clinical legal education in Indonesia, and to provide professional development opportunities for clinical lecturers and CSO professionals supporting the work of

²² University of Indonesia Law School established MaPPI (Court and Justice Sector Watch) that can be accessed here: <http://www.pemantauperadilan.or.id>, and Gadjah Mada University has PUKAT (Anti-Corruption Study Center) that can be accessed here: <http://pukat.hukum.ugm.ac.id>.

²³ The E2J program (2011-2015) has four highly interrelated components: clinical legal education, research projects relevant to issues of law reform, curriculum development, and support for civil society organizations. Each component serves to reinforce and enhance the effectiveness of the others. At the core of the program are the law clinics, which provide students with a crucial opportunity to develop their practical legal skills. E2J is supporting the law faculties of eight leading Indonesian universities to develop clinics that offer students hands-on experience in civil law, criminal law, anti-corruption law and public legal education on environmental, women's, and children's issues. The law clinics bring law faculties together with civil society organizations and formal legal institutions to provide a forum for students to apply their theoretical knowledge in a practical setting.

²⁴ <http://incle.org/>

legal clinics.²⁵ The establishment of this network not only strengthens the partnership between existing clinics and their CSO partners it also contributes to the development of ideas, teaching methods, and social justice initiatives. Furthermore, it also contributes to stronger legal education in Indonesia through creating a forum for collaboration and information sharing among university and CSO partners, and it fosters the growth of new clinics both within and outside the current E2J structure.

The Contractor must continuously improve, adjust, disseminate, and introduce for use in UI, UGM and other universities the anti-corruption modules developed and referenced in the legal clinics. Anti-corruption education in law schools is also desirable to build cadres of professionals. They will enter the workforce as prosecutors and judges, armed with the necessary knowledge to quickly perform their work, and also as CSO activists that actively monitor the performance of prosecutors and judges. Both types of professionals are necessary to render effective sentences for corruption crimes and to curb sentencing disparity as described under Sub-sub-Result 1.1.1b above.

Education on corruption and related criminal matters is also needed by the media and CSO advocates to understand the evidence and elements necessary to bring and file corruption cases, and to understand the decision-making process that prosecutors must use in deciding whether to prosecute under the law against corruption or the general criminal law. With such knowledge, these stakeholders, particularly GOI agencies themselves, will better communicate with the public the true picture of efforts by the GOI to combat corruption and will more effectively advocate for further reforms.

Required Tasks:

- Support an outreach strategy to campaign and mainstream the necessity for integrating anti-corruption modules that emphasizes on evidence-based and experiential learning into tertiary education curricula all across Indonesia through the Ministry of Higher Education and Research and Technology. This task must be carried out in collaboration and/or coordination with other USAID/Indonesia higher education activities.
- Support the development and strengthening of university/CSO anti-corruption networks to strengthen anti-corruption legal education clinics (including through the use of paralegals), and to produce high quality research and analysis on judicial reform (including the use of open data sources such as Direktori Putusan and SIPP), and to develop outreach strategy to further disseminate the research and analysis.
- Support the building of relationships between private sector entities and CSOs and NGOs through the use of USAID's mechanisms, such as the Broad Agency Announcement (BAA) Development Innovation Accelerator, to further promote anti-corruption education within and beyond universities.

C.4.2 COMPONENT 2 (Sub-intermediate result 1.1.2): Key GOI corruption prevention institutions strengthened.

“Key GOI corruption prevention institutions” include but are not limited to: the Corruption Eradication Commission (KPK), the Supreme Audit Agency (BPK), the Ministry of Civil Service Management and Bureaucracy Reform (KemenPANRB), ministry Inspectorate Generals (IGs),

²⁵ The objectives of INCLE are: a. To create a connecting forum between lecturers and CSOs that will strengthen the cooperation between law clinics and CSOs; b. To establish a forum to develop ideas, narratives, new teaching methods, and social justice initiatives within the Indonesian perspective; c. To disseminate the comprehensive and unique characteristics of legal clinics; d. To promote the publication of academic and practical application materials to strengthen legal clinics and network activities; e. To have a Law Clinic Congress attend at least one international conference annually; and f. To annually host a national and/or international conference in Indonesia for the strengthening and sharing of ideas for the betterment of clinical legal education.

the Development and Finance Oversight Agency (BPKP), Regional Oversight Agencies (BAWASDA), the Civil Service Commission (KASN), the Ombudsman (ORI), and the Central Information Commission (KIP).

Under this contract, USAID will build on its current and past work in this area to continue to strengthen the ability of these GOI accountability agencies to prevent corruption, through technical assistance and training. The activities will look for targets of opportunity, working with reformers in whichever of these agencies demonstrate the greatest commitment to principles of clean governance.

Component 2 has four elements (sub-sub-intermediate results), as follows:

- **Sub-sub-IR 1.1.2a:** Strengthened integrated actions to prevent corruption by GOI institutions.
- **Sub-sub-IR 1.1.2b:** Strengthened administrative reform efforts, such as strengthening internal controls systems and improving civil service recruitment and promotion processes.
- **Sub-sub-IR 1.1.2c:** Enhanced engagement by accountability agencies with the media and civil society on corruption prevention campaigns.
- **Sub-sub-IR 1.1.2d:** Strengthened prevention of corruption in budget planning and execution by selected sub-national governments, by following up audit findings.

Required Indicators:

- Number of government officials receiving USG-supported anti-corruption training. (Standard Indicator No. 2.2.4-2)
- Number of mechanisms for external oversight of public resource use supported by USG assistance. (Standard Indicator No. 2.2.4-4)
- Number of USG-supported anti-corruption measures implemented. (Standard Indicator No. 2.2.4-7)

Suggested Indicators:

- Average scores on pre- and post-training questionnaires of government officials receiving USG-supported anti-corruption training.
- Number of complaints about assisted GOI institutions received by the National Complaint Handling System.
- Number of implemented MOUs between assisted GOI accountability institutions.
- Percentage compliance of assisted GOI ministries/agencies with policies in support of the Grand Design on Bureaucracy Reform.
- Number of strategic alliances between media/CSOs and assisted accountability agencies.
- Number of public awareness products developed by assisted accountability agencies which are picked up by media and CSOs.
- BPK audit opinion on accounting compliance of assisted sub-national governments.
- Number of BPK audit findings on assisted sub-national governments.
- KPK scoring of assisted sub-national governments.

Sub-sub-IR 1.1.2a: Strengthened integrated actions to prevent corruption by GOI institutions.

The Contractor must help develop networks and systems among the various accountability agencies in Indonesia, not limited to the key accountability agencies mentioned above, but perhaps also including other strategic agencies such as the Financial Services Authority

(Otoritas Jasa Keuangan, OJK). OJK has worked with the Financial Transaction Reporting and Analysis Center (PPATK) to prevent money laundering, and OJK is also beginning to monitor the implementation of National Health Insurance (JKN) by the Social Insurance Implementing Agency (BPJS). The use of science and technology tools provides additional opportunities to improve transparency and accountability reforms. For example, the development of real or near real time reporting of instances where corruption has or can occur can serve as both an enforcement and prevention tool. Science and technology tools can also be used to develop coordination and collaboration networks and systems among these various accountability agencies allowing for the sharing of information, data, and expertise, resulting in the increased ability of accountability stakeholders to strengthen the prevention and prosecution of corruption and related crimes. Such networks/systems can address gaps and weaknesses in existing systems that may otherwise not be noticeable when viewed through the lens of a single agency. Furthermore, such networks/ systems will allow for cooperative efforts and the sharing of knowledge and expertise that will enable accountability agency staff to exchange lessons learned and investigative techniques to improve their professional capacities.

One of the drawbacks of the multiplicity of these agencies is that their efforts are not coordinated and mutually reinforcing. For example, at present the BPK and ministry IGs conduct many overlapping audits, a situation that could be avoided through better inter-agency coordination. Particularly for the assistance to key ministry IGs, the Contractor must work in a way to reinforce USAID's other investments in maternal and child health, water and sanitation, workforce development, infectious diseases, and biodiversity, conservation and climate change.

Required Tasks:

- Support a comprehensive prevention action strategy by GOI accountability agencies including prioritization and implementation, with clear engagement of the KPK's coordination role and authorities so it would be linked better to prosecution. This will include support of GOI efforts to implement Inpres No. 7/2015 and the National Integrity System (SIN).
- Support key accountability agencies to strengthen compliance with existing corruption prevention mechanisms, for example the annual wealth reports (LHKPN) and gratuities reports by government officials.
- Support stronger integrated action among the key accountability agencies to prevent fraud, waste and abuse in flagship government programs such as national health insurance (run by BPJS), health subsidies (Kartu Sehat), education subsidies (Kartu Pintar), and/or forestry and environmental issues (such as: overlapping mining licenses; illegal logging; or illegal, unreported and unregulated [IUU] fishing).
- Provide capacity building and training to enhance these accountability institutions' professional knowledge in order to leverage capabilities and tools to prevent corruption and related crimes.
- Support accountability agencies in improving the quality and implementation of their whistleblower policies.

Sub-sub-IR 1.1.2b: Strengthened administrative reform efforts, such as strengthening internal controls systems and improving civil service recruitment and promotion processes.

Corruption and malfeasance continue to seriously undermine the quality, equity and responsiveness of public services. Accountability is needed to ensure that government resources are spent wisely, effectively and in ways that benefit the poor and vulnerable. Accordingly, the development of skills such as risk identification and management, vulnerability to corruption assessments (VCAs), corrective action programs, and other tools are necessary to enable these

agencies to internally identify such problems and address them. It is preferable if such efforts involve IGs in the identification of problems and implementation of reforms, in order to strengthen their role within ministries/agencies, but if that proves infeasible assistance to these agencies can proceed without the direct participation of IGs.

In order to complement the activities of other Mission technical offices, the Contractor must offer assistance to IGs in ministries critical to the work of those offices, such as the Ministry of Culture and Primary and Secondary Education, the Ministry of Health, the Ministry of Environment and Forestry, and the Ministry of Fisheries and Maritime Affairs. There are possible sensitivities with USAID partnering both with ministries on sectoral goals as well as with their IGs on reducing corruption. However, IGs should be seen by their ministries as partners, not adversaries, in order to improve accountability, and USAID will only work with the IGs if invited by them to do so. If this work sparks issues with their ministries that could potentially disrupt implementation of sectoral activities, USAID will strive to negotiate a win-win solution with those ministries.

Bureaucracy reform is a GOI priority. The government enacted Law No. 5/2014 on the Civil Service to promote reforms in the way the civil service is managed.²⁶ The law established a new Civil Service Commission (Komisi Aparatur Sipil Negara, KASN) to ensure the application of merit principles in all phases of human resource management of the Indonesian public sector, especially in the recruitment and placement of approximately 12,000 senior career executives in all government institutions, and to supervise the implementation of a code of ethics and a code of conduct. As a new institution, KASN needs support in building its institutional capacity to cope with the challenges and high expectations of the Indonesian public for a clean and efficient government.

In order to make internal oversight more efficient and effective, KemenPANRB, BPKP and the IG Association have drafted a new law on the Government Internal Monitoring System that has included input from the public.²⁷ This draft law has been listed by the national legislature (DPR) in the 2015-2019 National Legislation Program (PROLEGNAS), but has not yet begun to be debated as of May 2015. The draft strengthens the independence of BPKP and its provincial branches, ministry/agency IGs, and provincial and district Regional Oversight Agencies (BAWASDA) to prevent waste, fraud and abuse of public funds.

The Contractor must enhance bureaucratic transparency and accountability by strengthening administrative reform efforts led by KemenPANRB, particularly in key ministries that partner with USAID in other development objectives (DOs). These efforts will accelerate implementation of the national agenda on government transparency, improve internal government monitoring, and strengthen government performance accountability. This could include initiatives such as improving civil service recruitment and promotion processes and working with BPK, BPKP and key ministry IGs to strengthen internal controls systems, whether or not the draft law on the Government Internal Monitoring System is passed by the DPR. Working with BPK, BPKP and key ministry IGs will help ensure that national government spending on public services is more effective and efficient, contributing to the achievement of USAID's other sectoral goals as well as improving governance.

The Supreme Audit Agency (BPK) is the GOI's supreme audit institution and conducts financial and performance audits, reporting results to the national legislature (DPR). However, the BPK is constrained in several ways: 1) it lacks specialized expertise among its staff in many areas of forensic investigation and in the conduct of non-financially related performance audits of

26 An unofficial English translation of this law is included as Annex 1, see Section J.

27 An unofficial English translation of this draft law (Rancangan Undang-Undang Sistem Pengawasan Internal Pemerintah) is included as Annex 2, see Section J.

agencies; 2) it is limited to conducting audits “after” the subject period of performance; and 3) it lacks the authority to recommend (and compel) changes to correct vulnerabilities before harm happens, whether financial or not. BPK’s new leadership has envisioned that slowly it will shift its focus to more performance audits. Performance audits better measure outcomes and the effective use of public funds. In addition, the new leadership of BPK has also envisioned relating the use of public funds with the welfare condition (level of poverty) of the people.²⁸

The Contractor must assist the BPK with the development of professional skills in forensic accounting and investigation, the understanding of illicit financial flows, identification of vulnerabilities to corruption and other risk identification and management capabilities. The BPK at present has about 6,000 staff spread across 34 provinces. Their ability to analyze and report on non-financial performance standards of public agencies and services needs to be strengthened. While legislation may be required to grant authority to conduct inspections, and recommend and/or compel changes to reduce or address vulnerabilities and risks, such skills are needed among the BPK staff to prepare them when such authority is granted.

The Ombudsman of the Republic of Indonesia (ORI)²⁹ has the mandate to monitor the quality of public services and is responsible for collecting and resolving citizen complaints regarding the provision of public services. It receives thousands of such complaints annually, providing a means for the public to hold the government accountable. The Contractor must assist ORI to address deficiencies in its legal authority and human resource capacity.

The Central Information Commission (KIP) was established by Law No. 14/2008 on public information disclosures, an important sign of the Indonesian government’s desire to pursue transparency. The Contractor must assist KIP to overcome its limited human resource capacity so that it could play a strategic role in disseminating information related to government budgets and spending.

Required Tasks:

- Support KemenPANRB, the Ombudsman and the Office of the President in the development and implementation of the National Complaint Handling System as the flagship program under Component 2 to deter and prevent corruption as well as to improve quality of agencies’ services delivery, including the integration of previous UKP4-managed efforts using the OGP – LAPOR application.
- Support KASN and other GOI efforts to implement Law No. 5/2014 on the Civil Service, including transparent and merit-based recruitment and promotion of civil service officers at all levels.
- Support KemenPANRB-led efforts to implement administrative reforms within ministries/agencies. This could include promoting annual ethics training, implementing fraud control mechanisms, and streamlining conflict of interest regulations and/or codes.
- Support collaboration of key government accountability agencies such as KemenPANRB and BPKP to encourage ministries/agencies at the national and sub-national levels to reduce red tape and improve the quality and efficiency of public service delivery, thereby reducing opportunities for corruption.
- Support KemenPANRB in better measuring government performance by: aligning it with budgeting and programming; adopting simplified measures that are more pragmatic, less

28 Ibid.

29 The Office of the Ombudsman was created by a Presidential Decree in 2000 to receive complaints about government services, but it had very limited authority and resources. Legislation in September 2008 established it as an independent state body, an elevation in status that should enable it to do more. The recently passed Law on Public Service also provides the possibility of an increased role for the Ombudsman in resolving public complaints related to public services.

duplicative, and more transparent; and strengthening coordination among the institutions that work on these issues (KemenPANRB, Ministry of Finance, BAPPENAS, BPK and BPKP).

- Support government efforts to promote data transparency, including establishment of an effective nationwide information support system for public services.

Sub-sub-IR 1.1.2c: Enhanced engagement by accountability agencies with the media and civil society on corruption prevention campaigns.

A key ingredient in building public confidence and trust in reform is a well-informed and educated public. Without revealing particular vulnerabilities, public agencies can still share their reform goals, objectives, and progress with an informed media and CSO sector. This allows for better civil society analysis, thus better informing government agencies and also creating a better informed public which can support government institutions, especially when those institutions are under threat because they are making difficult reforms. Data alone does not necessarily build trust and confidence if it is not well understood. In fact, too much data and insufficient analysis can create confusion and mistrust. It is the role of the media and CSOs to help identify and gather data, analyze it, and express it in understandable terms to the public. Public agencies need to understand the role of media and CSOs, and understand that a good relationship with those entities can also benefit the public agency.

This sub-sub-IR is intended to enhance engagement by the accountability agencies with the media and civil society on more integrated corruption prevention campaigns. Greater involvement of the media and civil society in these campaigns can enhance their effectiveness, magnifying the corruption prevention messages communicated by these agencies and reaching a greater share of the public. The Contractor must coordinate this work with accountability agencies on media and CSO outreach with the direct support to media and CSOs in Sub-IR 1.1.3. For instance, under Sub-IR 1.1.3 sub-awards can be made to media and CSOs that complement the work under this Sub-sub-IR with accountability agencies on their outreach efforts.

Required Tasks:

- Support key accountability agencies' public communication departments to promote their efforts in fighting and preventing corruption.
- Support accountability agencies to develop collaborative prevention efforts that involve media and CSOs, to follow up on audit findings and recommendations, highlight and analyze bureaucracy reform challenges, and promote social auditing of key public services.
- Promote better public access to information on government policies, budgets, expenditures, and evaluations.
- Support media and CSOs to develop data and conduct research to directly assist GOI accountability agencies with more effective inter-agency collaboration and corruption prevention.

Sub-sub-Result 1.1.2d: Strengthened prevention of corruption in budget planning and execution by selected sub-national governments, by following up audit findings.

Anticorruption efforts need to develop deeper connections regarding how corruption can impact other public service sectors, such as in health care, education and the environment (marine and forestry). This activity will involve seeking opportunities within these sectors by identifying reformers, champions and openings to pursue anti-corruption work. For example, in the environmental sector, the GOI has implemented a number of accountability measures in the

timber industry and fisheries. Efforts such as the Extractive Industries Transparency Initiative (EITI) have provided tools and data by which CSOs and other actors can better monitor and advocate for reforms. Similarly, OGP provides an opportunity to increase open and transparent data, which CSOs, universities, GOI, and other stakeholders can analyze and use to identify vulnerabilities in the health, education and environment sectors and to support evidence-based solutions to prevent corruption and other illicit activities.

While corruption cases in Indonesia are discussed on a daily basis at the national level, these discussions often do not clarify the impact of those cases on individual citizens. This contributes to a lack of local community understanding about the important link between corruption prevention and improved public service delivery.

This sub-sub-IR is intended to strengthen prevention of corruption in selected sub-national governments, building on the national efforts outlined above with accountability agencies, the media and civil society. This will include following up audit findings in certain CDCS priority regions to strengthen fraud prevention capacity and coordination in budget planning and execution processes in the sectors of health care (universal health care coverage), education (vocational education) and the environment (forestry and marine). This will also include efforts to improve local government accountability for delivering quality public services. Paralleling the work at the national level, these efforts will increase the effectiveness of local government spending on key public services.

Required Tasks:

- Support accountability agencies to work with selected local governments to introduce a comprehensive internal controls framework that adheres to international standards, in order to reduce opportunities to engage in corrupt practices.
- Support selected local governments to improve public services by following up audit recommendations, particularly regarding GOI flagship programs in key sectors such as education, health care, and the environment.
- Assist local government agencies to adopt citizen charters to inform the public about their rights and provide detailed and clear information about the requirements for obtaining a public service.

C.4.3 COMPONENT 3 (Sub-intermediate result 1.1.3): Civil society initiatives on accountability increased.

In the past decade Indonesia has witnessed two major conflicts in which the strong support of CSOs has defended the existence of the KPK. CSO efforts are also critical even in non-crisis periods. In order to continue and strengthen the movement for increased transparency and accountability, CSO capacity is key to achieving higher-level accountability results. Sub-sub-IR 1.1.3 emphasizes increased capacity for non-government actors to expand a nascent public culture of transparency and accountability.

This component continues USAID's efforts to foster more active and sustainable CSOs which are better able to research and advocate regarding corruption issues, through technical assistance, training and strengthening CSO networks. The Contractor must pay particular attention to the growing involvement of women's groups in monitoring and holding the government accountable for its performance. This contract includes a Grants Under Contract mechanism. The Contractor must provide sub-grants to CSOs to support them in their accountability work and strengthen their capacity.

This component has two elements (sub-sub-intermediate results):

- **Sub-sub IR 1.1.3.a:** Increased government adoption of CSO input on transparency and accountability policies.
- **Sub-sub IR 1.1.3.b:** Enhanced CSO advocacy capacity at the national and/or sub-national levels, regarding the accountability sector as well as the areas of health care, education and/or the environment.

Required Indicators:

- Number of public policies introduced, adopted, repealed, changed or implemented consistent with citizen input. (Standard Indicator No. 2.4.1-12)
- Number of people affiliated with NGOs receiving USG supported anti-corruption training. (Standard Indicator No. 2.2.4-5)
- Number of USG-supported evidence-based reports produced. (Custom Indicator No. 4.2.2-3)
- Number of USG-supported media products published based on scientific data. (Custom Indicator No. 4.2.3-2)

Suggested Indicators:

- Score on milestone scale regarding GOI improvement of transparency and accountability policies.
- Average score of assisted CSOs on the CSO Advocacy Capacity Index (ACI).
- Number of complaints filed by assisted CSOs to accountability institutions regarding sub-national service delivery issues in health care, education and the environment.

Sub-sub IR 1.1.3.a: Increased government adoption of CSO input on transparency and accountability policies.

The GOI has made strong public commitments to increase transparency and accountability, including through its founding membership in and recent chairmanship of the Open Government Partnership (OGP). It has developed an OGP National Action Plan to fulfill those commitments, but implementation remains inconsistent. The same can be said for implementation of the Grand Design on Bureaucracy Reform and the National Anti-Corruption Strategy.

CSOs are critical to holding governments accountable and creating a culture of public awareness around accountability issues to support corruption prevention. Public demand and oversight for greater accountability and transparency has proven to be a critical factor to enable Indonesia's anti-corruption efforts to continue to move forward.

The Contractor must provide sub-grants to CSOs to improve their policy research, strengthen their coalitions, and increase opportunities for policy dialogue with the GOI. To maximize impact, these sub-grants must be linked to CEGAH's efforts with the judicial sector and accountability agencies outlined in Sections C.4.1 and C.4.2 above. An important feature of this activity is enhancing relationships between non-state actors - such as the media, CSOs, and the private sector - and public agencies to obtain mutual goals and objectives to improve transparency and accountability in Indonesia.

Required Tasks:

- Support dialogue, consultations and strengthening relationships/networks among civil society, private sector, media, and government regarding transparency and accountability policies and practices.

- Direct support to GoI or through CSOs in research, analysis and dissemination of findings to support GOI in evidence-based decision-making regarding transparency and accountability policies, including (when appropriate) gender-disaggregated data on the impact of those policies and of corrupt practices.
- Technical assistance and training to CSOs to improve their policy advocacy capacity, including regarding gender aspects of accountability.

Sub-sub IR 1.1.3.b: Enhanced CSO advocacy capacity at the national and/or sub-national levels, regarding the accountability sector as well as the areas of health care, education and/or the environment.

It is important for media and CSOs to understand the elements of corruption and related criminal activity in order to identify and analyze the effectiveness of reforms and anti-corruption efforts across sectors. Being able to accurately understand the costs and detrimental impacts of corruption and effectively communicate this to the public is important to continue building public demand for accountability, along with suggesting concrete action plans for advocacy to properly voice out the public concerns. Technology and the use of social networks are keys to refining measurements and identifying actual instances and sources of corruption. The development of better analytics and data can be used to measure impacts and successes of various interventions.

The Contractor must provide sub-grants to CSOs to continue and expand their existing work on exposing and preventing corruption. To maximize impact, these sub-grants must be linked to CEGAH's efforts with the judicial sector and accountability agencies outlined in Sections C.4.1 and C.4.2 above. Along with this financial support, the Contractor must also provide training and capacity building to expand these CSOs' organizational, research, advocacy and communication capacity.

Required Tasks:

- Technical assistance and sub-grants to civil society organizations to support their corruption prevention, monitoring and research work, including the gender aspects of this work.
- Provide targeted training and capacity support for women's organizations and their leaders, to improve institutional capacity and efficacy regarding anti-corruption advocacy.
- Support the integration, improvement and strengthening of CSOs/networks on accountability, legal reform, and anti-corruption at national and sub-national levels (in conjunction with university/CSO networks in Sub-sub-Result 1.1.1c).
- Support private sector associations that accommodate principles of good business practices, accountability, and corporate social responsibility.
- Support CSO initiatives to identify and advocate for Indonesian institutions that promote accountability.
- Support initiatives to improve accountability and law enforcement in sectors such as health care, education and the environment.

C.5 MONITORING, EVALUATION AND LEARNING

The development of better analytics and data can be used to measure impacts and successes of various interventions. Randomized controlled trials may be particularly useful especially when conducted within sub-units of public agencies to determine the effectiveness of interventions. Risk identification, analysis and management offer opportunities to measure efforts to prevent corruption by identifying specific reforms made. In this respect, reference is made to the use of a

“fix rate” in which vulnerabilities are identified and as they are closed a checklist is made of reforms.

The Contractor must also support USAID’s approach to Collaborating, Learning, and Adapting (CLA). The three key elements include:

- Collaboration - Establishing systems and networks of communication and knowledge sharing between GOI agencies, USAID, and other key stakeholders;
- Learning - Monitoring indicators and qualitative information, generating systems for data analysis, and assessing progress; and
- Adapting - Utilizing evidence to enhance (and adjust if necessary) project management and performance to strengthen results.

Joint examination of the progress and challenges of CEGAH and building common understanding on accountability issues will contribute to improving the program results and strengthen stakeholder understanding of accountability issues in Indonesia. In addition, the process of joint learning is another way to build capacity of GOI, CSOs, universities, the private sector, and other development partners and stakeholders.

Required Tasks:

- **Accumulate learning** by writing case studies on innovative accountability activities, and occasional case studies on emerging issues, or by using another methodology (e.g. qualitative, quantitative, or mixed methods evaluation) to collect lessons, improve knowledge of effective programming, and enhance learning. These studies will be discussed at stakeholder meetings and used by stakeholders to facilitate learning. The purpose will be to share lessons learned to adapt future activities and also provide an intensive body of knowledge for learning purposes.
- **Facilitate and foster dialogue**, visioning, and action planning around better coordination among the state and non-state actors in the accountability sector to better use available laws and regulations in more effectively combating corruption at all government levels and areas, particularly corruption in the health care, education, marine and forestry sectors.
- **Document good practices** to develop organizational learning **on gender equality**, as a lack of staff understanding is a frequent issue leading to a lack of gender integration. Improve knowledge management to teach gender integration to project staff and implementing a culture of knowledge sharing within the project to encourage and recognize staffs who successfully integrate gender into their work.
- **Share results of learning with key stakeholders** by providing organization, management, and participation in events to enhance feedback loops and improve effectiveness. The Contractor must prepare and present case studies from the accumulated learning during the project lifecycle, organize logistics for the events, cover participant costs of non-USAID participants, facilitate, take notes, provide communications material pre- and post-event to the media, prepare and distribute materials, including online platforms such as Web sites and social media, and organize the agenda and content, including presentations, round table discussions, technical discussions, networking opportunities etc. (together with participating stakeholders).

- **Monthly update report and quarterly newsletters**, (gauge frequency with current needs of USAID, GOI, and partners) containing information such as updates on major activities in the project, lessons learned, case studies, and success stories highlighting results and impact as well as innovative work that can advance development faster, cheaper or more sustainably. The Contractor must submit monthly update reports for USAID, and prepare quarterly newsletters and develop a distribution list of stakeholders with whom to share the newsletter.

Sustainability and CLA

USAID's Project Design Sustainability Analysis Tool poses the following questions that should be addressed by projects to assess their sustainability.³⁰

- Is there demonstrable local demand and ownership, where a broad segment of the community has a stake currently or potentially in ensuring that the activity or service continues after the USAID project ends?
- How will USAID work to build up the skills and capacity of local stakeholders whose involvement will be critical for maintaining development gains after the project ends?
- How can USAID nurture effective institutions – governmental, civil society, and private sector – to analyze, implement, evaluate, and publicize activities in the relevant development areas?
- How will USAID ensure that relevant activities or services are gradually tied to sustainable financing models, either through private-sector participation or through sustainable, publicly managed arrangements?
- What are the financial costs of the project, its recurrent costs, and its maintenance capability and costs (if applicable), and will future revenues will be adequate?
- If the project is in support of the host partner government, has the project determined if this activity is represented in that government's short term or long term planning process? And does the project support or contribute to the achievement of a partner government's development strategy? If it is a local civil society or private sector organization, has the activity been reflected in the organization's planning documents and proposals to other donors?

The USAID/Indonesia DRG Office conducted a sustainability analysis consistent with ADS 201 during the PAD approval process for Development Objective 1 "Democratic Governance Strengthened" which authorizes CEGAH. As described above, the Contractor must use the CLA approach as the framework for promoting sustainability in CEGAH.

The Contractor must develop tools to monitor performance and capture learning (*See Section F.5.6 MONITORING AND EVALUATION PLAN*). These tools must be included in the Contractor's Monitoring and Evaluation Plan (*Section F.5.6*). The Contractor will have the opportunity to build on and adapt resources and tools for CLA and monitoring and evaluation for CEGAH which are available in USAID/Washington's Learning Lab in the Policy, Planning and Learning (PPL) Bureau.

USAID will arrange an independent midterm performance evaluation and a final impact evaluation to assess the progress and achievements of CEGAH and to identify lessons learned through a mechanism outside and independent of CEGAH. The CEGAH Contractor must collaborate with the team conducting these evaluations by providing relevant data and

30 *The Project Design Sustainability Analysis Tool*. at: http://pdf.usaid.gov/pdf_docs/pnadz042.pdf

information. Upon request the Contractor must provide logistical and administrative support to the evaluations (e.g. organizing external meetings to review evaluation results).

It is anticipated that the final impact evaluation will be based on an experimental design using randomized controlled trials (RCTs) with treatment and control groups, to maximize attribution of observed changes to CEGAH's interventions. The CEGAH Contractor must cooperate with USAID and any external teams involved in the impact evaluation in any ways necessary to ensure the successful completion of that evaluation, including: designing and implementing interventions in such a way as to make them amenable to an RCT-based impact evaluation methodology, selecting treatment and control groups according to the agreed-upon impact evaluation methodology, and facilitating the collection of relevant baseline and end line data. The intervention on which CEGAH will focus its independent impact evaluation of this activity falls under Component 2 (sub-intermediate result 1.1.2): "Key GOI corruption prevention institutions strengthened", which represents half of CEGAH resources. Potential intervention for RCT should feature activity under Required Tasks of Component 2 that is deemed to have a meaningful impact to relate to the whole CEGAH Intermediate Result on community of accountability improved in general and in particular to sub-IR 1.1.2 on key GOI prevention institution strengthened.

Required and suggested indicators for the IR and each Sub-IR are found in Section C.4 above. The final list of indicators, including the required indicators listed in Section C.4, will be determined in the contract's Performance Monitoring Plan (PMP). Using these indicators, the Contractor must develop baseline data, monitor, and together with program partners, assess progress annually on intervention implementation.

C.6. GRANTS UNDER CONTRACT

The Contractor must provide grants and in-kind assistance to qualified partners in order to (a) provide partners with the resources needed to support their organizational development, and (b) support the expansion of activities of partners that are consistent with activity objectives. Where grant support is provided to government institutions, such support will be limited to in-kind support. The Contractor is expected to award between **40-50 awards** over the life of the activity. Total funds to be disbursed to partners as grants **should not exceed \$10 million**. Approximately \$5.5 million of this total is for the CSO support in Component 3; the remainder is to assist with implementation of Components 1 and 2.

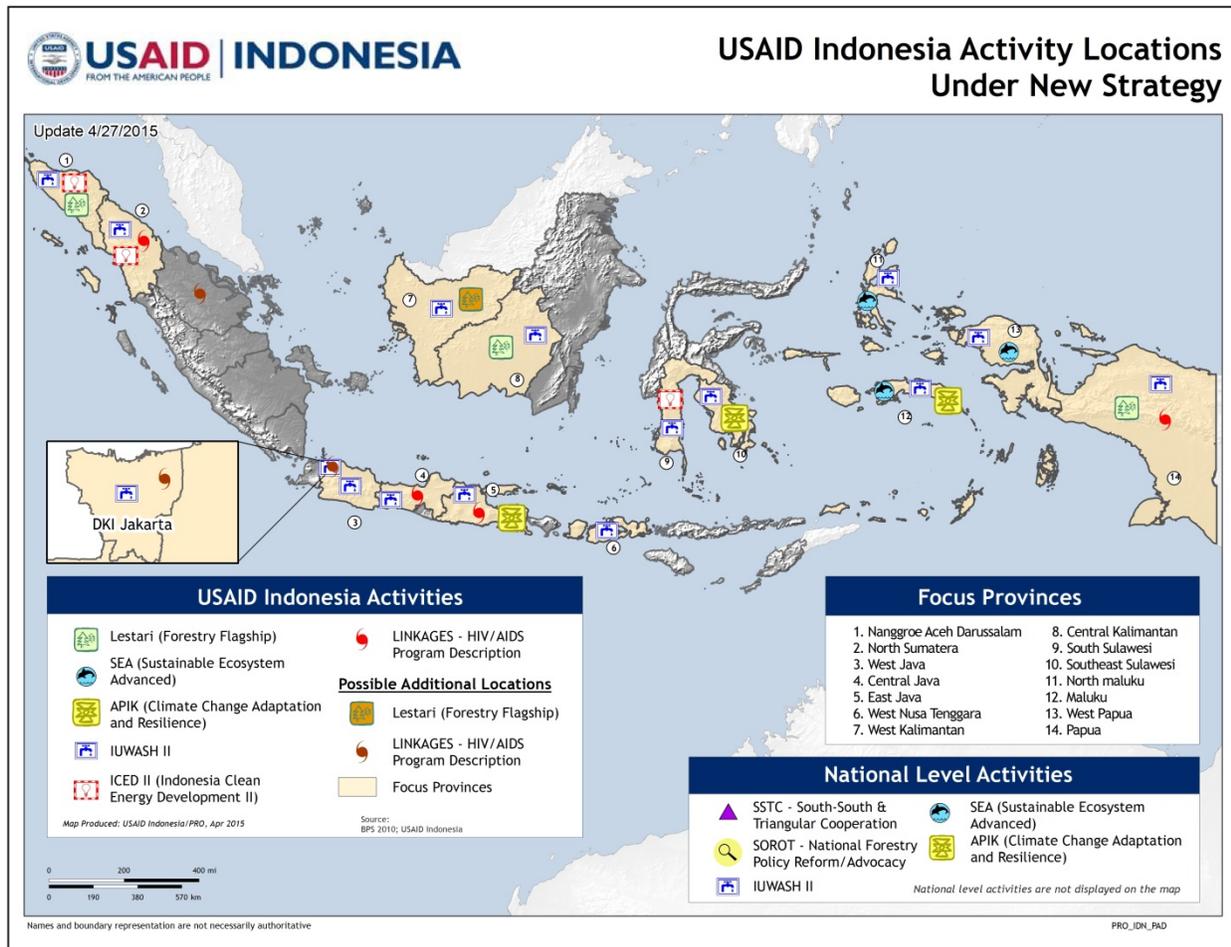
The Contractor will not be judged according to how many awards are issued in a given period, but rather the efficiency and effectiveness in their use to achieve CEGAH's highest-level and lower-level results. The Contractor must award grants where appropriate, in combination with technical assistance, training, and/or other Contractor inputs toward achievement of specific goals that respond to expressed local needs and contribute to achievement of the stated results. The Contractor must ensure that grants comply with USAID's policy regarding grants under contract as described in ADS 302.3.4.13.

C.7. RELATIONSHIP TO OTHER USAID PROJECTS

USAID anticipates awards in the sectors of Environment, Health, Education, and Science & Technology. The Contractor must coordinate with activities in these other sectors to address issues specifically related to accountability in the areas of forestry, marine, universal health care coverage, infectious disease control, vocational education, and evidence-based decision

making. The geographic scope of this project is intentional to follow other USAID sector investments in these particular areas. The Contractor must collaborate and coordinate with these USAID activities to ensure a deeper impact and secure investments in these sectors.

In particular, the Contractor should expect to coordinate with the following activities: 1) Program to Reduce Land-based Greenhouse Gas Emissions and Conserve Valuable Biodiversity in Carbon-Rich and Biologically Significant Forest and Mangrove Ecosystems in Indonesia (LESTARI); 2) the marine-focused Sustainable Ecosystems Advanced (SEA); 3) Health activities on infectious diseases as well as maternal and child health and health systems strengthening (including addressing universal health care coverage); 4) Education activities supporting inclusive workforce development; and 5) Science & Technology addressing evidence-based decision-making.



C.8. ALLIANCE/PARTNERSHIP

As elaborated in this Statement of Work, CEGA will be implemented in partnership with key stakeholders: other development partners, CSOs (including women and youth organizations), academia, and the private sector.

C.8.1 RELATIONSHIP TO OTHER DEVELOPMENT PARTNERS

On accountability and anti-corruption, there are two major interventions funded by the European Union (EU). One is implemented by the UNDP in collaboration with Bappenas to set up a secretariat to develop a national strategy on corruption eradication and oversight. The other is implemented by the UN Office on Drugs and Crime (UNODC), which is helping various government agencies – such as Bappenas, KemenkumHAM, the Attorney General's Office (AGO), and the Supreme Court – to monitor the implementation of the UN Convention against Corruption (UNCAC) ratified by Indonesia in 2006. The Contractor must coordinate and collaborate with these programs to ensure no duplication of activities and harmony of development partner activities.

The Department of Foreign Affairs and Trade (DFAT) Australia-supported Australia Indonesia Partnership for Justice (AIPJ II) will continue to work on justice sector reform and anti-corruption efforts. USAID has been in discussions with Australian officials about coordinating our accountability activities. USAID, through CEGAH, plans to cooperate with DFAT Australia investments through AIPJ II to develop a network of anti-corruption centers in universities across Indonesia (*See Section C.4.1*). Once mobilized, the activities will develop common work plans and reporting guidelines to ensure a coordinated approach in this area.

The Korean International Cooperation Agency (KOICA)'s "Accountability and E-Government" program is exploring opportunities to cooperate in support of increasing accountability and the use of e-government in Indonesia, recognizing the importance of Science, Technology, Innovation, and Partnership (STIP) to furthering accountability and transparency. As KOICA works to develop information and communications technology (ICT) systems in key accountability ministries, it will work together with Indonesian stakeholders to determine how paperless processing and e-monitoring systems can improve accountability and transparency to achieve overall GOI objectives. The Contractor must work with USAID and KOICA to explore the possibility of extending e-governance and accountability assistance under the Open Government Partnership (OGP), within which the Republic of Korea, Indonesia and the United States are already partners.

C.8.2 RELATIONSHIP TO THE PRIVATE SECTOR

Agency policy and the USAID/Indonesia CDCS emphasize the important role of private sector engagement in complementing official overseas development assistance. Private sector engagement is important not only to seek potential alternative funding resources, but also to tap ideas and lessons learned from a key player on the ground, particularly in accountability – an area in which business, investment and governance intersect. The private sector plays a dominant role in the Indonesian economy, accounting for 60% of GDP after recovering from the 1997-1998 Asian financial crisis. It is widely recognized that private sector investment is the driver of sustainable economic growth in the medium to long term. Recognition of the key role of the private sector is also in line with the priorities set forth in the GOI's Medium-Term National Development Plan (RPJMN) that aims for an ambitious annual economic growth rate of eight percent by the end of 2019, achieved in part through a supportive investment climate attracting both domestic and international companies. A major challenge to growing such an investment climate is corruption, and businesses face this governance and accountability challenge in their day-to-day operations. No single businessperson or company acting alone can address this challenge; collective action involving the private sector, CSOs and government in combating bribery and corruption is essential.

The Contractor must actively seek to establish partnerships with the private sector that can support the implementation of CEGAH activities. In particular, these partnerships must be designed to provide GOI accountability agencies with additional capacity, especially in corruption prevention, as well as insights into the constraints to trade and investment created by the prevalence of corrupt practices. USAID/Indonesia may also solicit ideas from multiple stakeholders, including the private sector, through a non-procurement mechanism called the Development Innovation Accelerator. The Contractor should consider any prospective ideas developed through this mechanism to complement CEGAH for co-funding through CEGAH sub-grants. Contractor partnerships with the private sector can also take the form of collective action, such as with KADIN's or APINDO's initiatives in maintaining business ethics and integrity, or with a group of companies operating in Indonesia named the Committee to Address Facilitation Payments (CAFP).

C.9. GENDER EQUALITY

Gender equality is a guiding principle of USAID and a critical development objective. USAID is committed to strengthening women's rights and strives to increase the contributions women make to economic, political and social development. USAID highly values the promotion of gender equality throughout all activities. The Contractor must ensure that all activities are responsive to gender considerations, and track results benefitting both women and men. Gender considerations should also be examined through a Theory of Change-based approach. The gender-specific impacts of interventions, intermediate results, and ultimate results should be specified within the Development Hypotheses and linked to gender-specific indicators within the M&E Plan.

CEGAH requires the Contractor to provide a gender and development action agenda that describes its objectives, gender parity entry points, and activities to ensure that women and other marginalized groups are being engaged in the anti-corruption movement under CEGAH particularly in the area where communities, universities and media engagement are being emphasized.

In 2012 USAID released a Gender Equality and Female Empowerment (GEFE) Policy as the Agency's central guidance to achieving the following Agency-wide outcomes:

- Reduce gender disparities in access to, control over and benefit from resources, wealth, opportunities and services – economic, social, political and cultural;
- Reduce gender-based violence (GBV) and mitigate its harmful effects on individuals; and
- Increase capability of women and girls to realize their rights, determine their life outcomes, and influence decision making in households, communities, and societies.

IR 1.1 Community of Accountability Improved

The gendered impacts of corruption can take different forms for men and women. Unequal power relations between women and men make women more vulnerable to the impact. Recently evidence has emerged that corruption has unique impacts on poor women and girls in a variety of sectors. Moreover, conceptualization of the definition of corruption is evolving to include sexual extortion and trafficking as part of money laundering, which are forms of corruption disproportionately experienced by women. The gendered impacts of corruption can be examined in three categories: the advancement of rights and access to resources, access to decision-making power, and protection.

Access to and Control over Resources

Corruption reduces public revenue, often resulting in lower levels of spending or even non-existence of education, healthcare, family benefits and other social services. This has profound impacts to women's access to and control over resources, especially to public services, in at least two ways.

First, resources intended to benefit poor women may be more vulnerable to "grand" corruption, especially in the form of "leakages," since this is particularly common with earmarked resources for marginalized groups. Often, women are forced to be involved in acts of corruption. For example, those who receive grants are often asked to manipulate the data. Bribes requested for the delivery of basic services such as health, education and water and sanitation affect women in a significant way since women are typically the primary caregivers for children and the elderly. Furthermore, their income level tends to be lower and they have fewer alternatives to acquire these services.

Second, the perception that women are less able to pay bribes can lead to them being "excused" from paying bribes. However, this does not always mean that women access the required services without paying bribes. In many cases they simply cannot access the services since they are unable to find the adequate entry point to the network where bribes can be paid. They also do not have access to capital due to lack of collateral. Under these circumstances, corruption in financial schemes set by governments for women's economic empowerment has a hugely negative impact on women as this is their only hope for capital.

Recent efforts in gender mainstreaming have highlighted three good practices as part of promoting this policy alignment:

- Policy makers need gender-specific information (e.g., disaggregated data);
- Policy makers need to combine targeted anti-corruption policies with efforts to empower women in governance; and
- Effective gender-sensitive approaches in anti-corruption efforts must include participatory planning and monitoring activities focused on women.

Access to Decision-making Power

Corruption compounds the already high barriers women face in their empowerment – economic and otherwise. It stifles women's voices in accountability mechanisms. This has resulted in limited access to and even no longer being involved in decision making. When political parties can be bought and sold and public officials are elected through vote-buying, or when advancement within the civil service or corporate sector is contingent upon personal connections rather than merit, there are fewer chances for less fortunate women.

Protection of Women's Rights

Women's civil rights are often grossly inequitable and not protected when it comes to key social, political and economic issues: marriage and divorce, human trafficking, allegations of adultery and rape, child custody, inheritance, property rights and financial independence, among others. Corruption severely impacts the extent to which women's rights are ensured and protected. Corruption in law enforcement – police and security forces and the justice system – has specific gender dimensions. For example, corruption can provide protection to trafficking networks of poor women and girls, and perpetrators of sexual violence can avoid punishment by bribing the police. In some cases sexual harassment and rape can even be perpetrated by the police. The processes used by law enforcement institutions to process cases are also vulnerable to corruption. These processes often rely heavily on evidence that, in cases of sexual extortion – from harassment to assault – are usually anecdotal, which leaves a lot of room for discretion by

officials and, potentially, for bribe-seeking. Since women generally lack access to resources, any case brought to remedy claims against discrimination will likely be lost if the defendant can pay off the prosecutors and/or judges involved.

C.10 ACTIVITY MANAGEMENT

C.10.1 USAID MANAGEMENT

Technical direction for the activity will be provided by a Contracting Officer's Representative (COR) from the USAID/Indonesia Democracy, Rights, and Governance (DRG) Office. The COR will be responsible for monitoring the quality and effectiveness of the Contractor's performance by maintaining close contact with the Contractor's key personnel, the GOI, and other key counterparts and by reviewing accomplishments against annual work plans. The COR must have the opportunity to meet weekly with the Contractor's key personnel, discuss activity interventions and the progress toward achieving performance targets and contract results, and provide technical direction. When required, the Contractor must deliver professional judgments to USAID about the effectiveness of personnel and partners employed under the activity.

C.10.2 GENDER-SENSITIVE MANAGEMENT

The Contractor must demonstrate that it takes gender balance seriously in its staffing and staff requirements, personnel systems, hiring, management, and capacity development principles and approaches. The Contractor should also strengthen mechanisms to promote gender integration by assigning staff as gender "focal points" to complement and supplement gender experts' work within the activity. The Contractor must also integrate gender in the activity's work planning cycle to integrate gender into all activity documents, objectives, performance indicators, and quarterly reports. In conducting trainings, including those supported by GOI entities, the Contractor must consider facilities which make it easier for women to participate, including day-care options and lactation rooms. For trainings, conferences and events, the Contractor must support broad inclusion of women, the disabled, minorities, and Lesbian, Gay, Bisexual, Transgender, and Intersex (LGBTI) persons.

C.11. STAFFING

USAID encourages the use of Indonesian professionals to the greatest extent possible, building local capacity so that the majority of the activity's positions are filled by Indonesian staff. Where qualified Indonesian professionals are not available, the Contractor must consider building the capacity of senior Indonesian professionals to take over increasing levels of responsibility during the course of the activity's duration. Under all circumstances, the Contractor must have requisite levels of professional expertise to implement the activity. The Contractor must use a combination of core staff to manage regularly scheduled work and deliverables and bring in additional local or expatriate short term advisors, experts and specialists to conduct periodic or one-off tasks.

C.11.1 KEY PERSONNEL

The Contractor must identify, recruit, hire, and support appropriate candidates for the key personnel positions. 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 including utilizing 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.

- 1. Chief of Party (COP) (Full time, over the life of the project):** Responsible for overall project management, quality and timeliness of deliverables, program impacts, external representation, and coordination with the 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 activity implementation to ensure quality of 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 including the capacity building of their subs to be able to deliver better deliverables and to help sustain their efforts after the prime recipient has departed Indonesia.

Qualifications:

- A minimum of Master's level degree or S2 in international development, international relations, public affairs, public administration, law or a related field, or minimum of 8 (eight) years' experience in managing transparency/accountability/ anti-corruption programs funded by international development partners in lieu of Master's level degree
- Prior experience in managing USAID-funded programs will be an advantage.
- Demonstrated strong knowledge and technical expertise on anti-corruption.
- Demonstrated experience leading teams/managing an office with diverse staff. The experience should include: program development; hiring; supervising; systems and office set-up; budgeting; and financial and technical management.
- Relevant prior experience in Indonesia will be an advantage, to understand well the systems, procedures and political dynamics in the country, especially related to accountability.
- Excellent written and spoken English; conversant in Bahasa Indonesia preferred.

- 2. Deputy Chief of Party (DCOP):** Responsible for overseeing program development (reporting to the COP) and logistics for all components of the program. Acts as COP when the COP is in the field or otherwise absent. S/he may also be responsible for technical program development as appropriate. S/he oversees all sub-contracts and sub-grants, including supervising a Grants Manager/Specialist. S/he will determine the most reasonable, fair and expeditious procurement alternative for each grant. S/he will work with local, regional and international vendors and service providers to procure commodities and services, to inspect/accept goods, to verify services and monitor the use of the goods and services. S/he ensures that procurement procedures guarantee the best value for USAID and grantees. S/he also leases the Contractor field office(s) and residential premises, and ensures these comply with applicable Embassy and other U.S. security regulations. S/he manages the day-to-day office operations to include petty cash and payment of rents, utilities, and other operational invoices. S/he purchases furniture and equipment, establishes and maintains administrative records, tracks non-expendable property, and arranges for in-country and international travel of contractors, including ensuring that USAID is notified of all planned travel and that requests for country clearances are processed in a timely manner.

Qualifications:

- A minimum of Master's level degree or S2 in international relations, social sciences, business administration, or related field, or minimum of 5 (five) years' relevant experience, including significant management experience in a developing country context

including direct knowledge of logistics, procurement procedures, and the host country environment.

- Strong knowledge of USAID procurement systems. Familiarity with commodity management tracking systems.
- Demonstrated experience leading teams/managing an office with diverse staff. The experience should include: hiring; supervising; systems and office set-up; budgeting; and financial and technical management.
- Excellent written and spoken English. Fluency in written and spoken Bahasa Indonesia required.

C.12. INITIAL ENVIRONMENTAL EXAMINATION (IEE)

An IEE has been prepared and approved in accordance with 22 CFR 216.2 (c) (1) (a) for the Democratic Governance Project under DO 1. As CEGAH consists primarily of technical assistance and training, it is not expected to have a significant direct or indirect adverse impact on the natural or physical environment, qualifying the activity as a categorical exclusion. This threshold determination, fully documented in the IEE, is for all activities currently planned to be undertaken by CEGAH. Thus it is not necessary for the Contractor to prepare an Environmental Mitigation and Monitoring Plan (EMMP).

As required by ADS 204.3.4, 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. An amended environmental examination will be prepared if funding levels are increased, the time period is extended, or additional activities outside the described scope of work are added.

[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's Representative (COR); 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.

Objective: To provide prospective Offerors with areas to be addressed in the development of the Branding Implementation Plan and the Marking Plan which will deliver the message that the assistance is from the American people.

Activity Name: The name of the activity shall be "CEGAH". In every public event or document and in discussions with the Government of Indonesia and other counterparts, the Contractor shall identify the activity as "USAID CEGA" 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 CEGA. Sub grantees/Sub contracts of CEGA must adhere to USAID marking and branding regulations found in ADS 320.

Approval Procedures: In carrying out the approved Branding Implementation Plan and Marking Plan, the Contractor shall seek timely approval from the Contracting Officer Representative (COR), in consultation with the USAID/Indonesia Mission Development Outreach Coordinator (DOC) Office, for the communications plan, all public and media documents, marketing materials, speeches, and event preparation forms as per USAID/Indonesia Mission outreach and communication procedures. All copies of these materials and copies of press coverage will be provided to the Mission DOC Office (jakartadocs@usaid.gov).

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, learning events, 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: This study/report/Web site (specify) is made possible by the support of the American People through the United States Agency for International Development (USAID). The contents of this (specify) are the sole responsibility of (name of organization) and do not necessarily reflect the views of USAID or the United States Government.

Branding and Marking Requirements: Contractors must adhere to USAID ADS 320, which contains policy directives and required procedures on branding and marking USAID-funded programs, projects, activities, public communications, and commodities with the USAID “Standard Graphic Identity” (or “USAID Identity.”) The use of the USAID Graphic Standards Manual is compulsory for all contractors producing communications and program materials funded by USAID. Contractors can download a copy on the USAID Web site. More information can be found online at <http://www.usaid.gov/branding/acquisition-awards>

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
Democracy, Rights, and Governance (DRG) 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.

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

- a. The period of performance for this contract is five (5) years from the date of award.
- b. Subject to the ceiling price of this award, the Contracting Officer Representative (COR) may extend the estimated completion date, provided that the extension does not cause the elapsed time for completion of the work, including the furnishing of all deliverables, to extend beyond 60 calendar days from the original estimated completion date. Prior to the original estimated completion date, the Contractor shall provide a copy of the COR's written approval for any extension of the term of this award to the Contracting Officer. In addition, the Contractor shall attach a copy of the COR's approval to the final voucher submitted for payment.
- c. It is the Contractor's responsibility to ensure that the COR-approved adjustments to the original estimated completion date do not result in costs incurred that exceed the ceiling price of this project or the total amount obligated, whichever is less. Under no circumstances shall such adjustments authorize the Contractor to be paid any sum in excess of the project ceiling price or the total amount obligated, whichever is less.
- d. Adjustments that will cause the elapsed time for completion of the work to exceed the original estimated completion date by more than 60 calendar days must be approved in advance by the Contracting Officer.

F.3 PLACE OF PERFORMANCE

The place of performance will be within the country of Indonesia, as specified in the Statement of Work.

F.4 KEY PERSONNEL

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

<u>Title</u>	<u>Names</u>
1. Chief of Party	TBD
2. Deputy Chief of Party	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.5 REPORTS, COMMUNICATION PLAN, GEOGRAPHIC DATA AND DELIVERABLES

All reports and other deliverables must be in the English language, unless otherwise specified below and/or by the USAID/Indonesia COR.

Executive summaries in Bahasa Indonesia are required for all Quarterly Reports, Annual Reports, the M&E Plan, and Work Plan. Technical reports and all communication materials must be translated into Bahasa Indonesia. Other reports to be translated into Bahasa Indonesia will be identified by the COR. Three hard copies of each report must be submitted to the COR by the due date specified below, along with electronic copies in Unlocked PDF and MSWord formats. Within the first month of operations, the Contractor and the COR will set a fixed schedule and standard formats for reports including due dates if not otherwise specified in the Contract, except for those reports that will be provided on an ad hoc basis or upon COR request.

The Contractor must submit the following deliverables or outputs to the COR or delivery point designated by the COR. All deliverables or outputs are subject to approval by the COR. Datasets (and supporting documentation) compiled under USAID-funded awards, in which the data are funded 50 percent or more by USAID, must be submitted for inclusion in the Development Data Library (DDL). The DDL is the Agency's repository of USAID-funded, machine readable data created or collected by the Agency and its implementing partners. Datasets must be submitted through the DDL Website in accordance with the instructions provided at the site (ADS 579). When Geographic Data is acquired through data use or ownership agreements with the host-country government or other entity, the Contractor must ensure that the agreement makes it permissible for the Geographic Data to be submitted to, and used by, USAID.

F.5.1 GEOGRAPHIC INFORMATION REQUIREMENTS

The following requirements are standard for all USAID/Indonesia activities.

A. Definitions

1. Activity Location Data:

The Contractor must submit Activity Location Data which indicates the geographic location or locations where an activity is implemented. Activity Location Data must be compiled and submitted electronically in Microsoft Excel format using the USAID/Indonesia Activity Location Template (available upon request). If Activity Location Data exists in a Geographic Information System (GIS) data format, it must be submitted in accordance with the Geographic Data formatting requirements outlined in above in addition to the USAID/Indonesia Activity Location Template. Activity Location Data must be submitted twice annually as part of 2nd Quarterly Report and the Annual Report.

2. Geographic Data:

The Contractor must submit Geographic Data that is acquired from a third party, or created by the Contractor, as part of activity implementation – including geographically-tagged indicators found in the activity Monitoring and Evaluation Plan. One example of “geographic data” is geographically-referenced demographic indicators. Geographic Data shall be submitted to the COR digitally or on a DVD or an external hard drive, as a part of Annual Reports.

3. Cartographic Products (applicable when the activity uses Geographic Information System (GIS) :

Cartographic Products refer to maps or geographic data visualizations that are generated using Activity Location Data or Geographic Data during the implementation of an activity. All Cartographic Products must be clearly labeled with the source of the data and a legend that defines the symbols used. Cartographic Products must be submitted as part of Annual Reports.

B. Standards

If geographic information exists in a Geographic Information System (GIS) data format, it must be submitted in accordance with the Geographic Data Standard requirements outlined below.

1. Geographic Data:

- a. Geographic Data must be submitted in industry standard formats such as Shapefile (.shp) or GeoTIFF, or in a File Geodatabase.
- b. Geographic Data submitted must include metadata following the XML schema, ISO 19139, which was developed to provide a consistent manner for presenting the ISO 19115 standard.
- c. Geographic Data must be projected to the Geographic Coordinate System World Geodetic System 1984 (GCS WGS 1984). All data must use the World Geodetic System 1984 (WGS 1984) datum.

2. Cartographic Products:

- a. Cartographic products must be submitted in Adobe PDF format.
- b. Cartographic products generated using GIS technology must be submitted in the industry standard formats of an Esri Map Document (.mxd) or Quantum GIS Project (.qgs). Use of any other format requires the express written approval of the Contracting Officer.

F.5.2 Mobilization and Quick Start Activity Plan

In consultation with the COR, the Contractor will develop a start-up plan that will serve as the basic blueprint for the first three months of the contract. The start-up plan will be submitted to the COR for written approval within 30 days of the start date of the period of performance and will outline the key tasks required to make the project fully operational. These include but are not limited to:

- 1) Establishing an office.
- 2) Developing a staffing plan.
- 3) Consulting with stakeholders and development partners (donors).
- 4) Developing a Monitoring and Evaluation Plan.
- 5) Preparation of the first year work plan.

DUE DATE:

The Quick Start Plan must be submitted to USAID within 30 days of contract award. The Contractor must conduct the baseline assessment of target areas within 60 days to inform the Work Plan.

*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.5.3 Communications Plan: Once the contract is awarded, the Contractor must develop a communications plan to be approved by the COR and USAID Development Outreach Communications (USAID/DOC) team. The communications plan must include the following sections:

- Communication Objectives (Your objective should be specific, measurable, attainable, realistic, and time-bound. Will your communication be geared toward educating key audiences, changing behavior, or adopting policy change?)
- Audience (Who are the people who can move your stakeholder(s) and decision maker(s) and help the project its objectives? You can segment your audiences by demography, geography and other categories relevant to your work. Do not target the general public or media. The general public is too broad and the media is a means to reach a target demographic.)
- Theme (This is the big picture you want to convey to your audience. It's how you define the approach to the conversation. What's the angle you want to portray your issue to engage your key audiences? What's the tone - do you want to highlight negative effects, consequences, hope, empowerment, optimism, progress, etc.?)
- Communication activities (identify communication activities and tactics such as public events, press conferences, media briefings to release a policy paper, information campaign that include the use of online and social media platforms, etc.)
- Timeline (List out the dates and milestones of the planned communications activities.)
- Metrics (How will you monitor communications results? For example, measure the quality and quantity of corruption news articles that have key words such as USAID.)

DUE DATE:

Communication Plan is submitted together with Annual Work Plan. Any updates or proposed changes must be informed to USAID/DOC through the COR.

F.5.4 Annual Work Plan

The work plan is the key document for contract performance against which Contractor performance must be monitored and evaluated by both USAID, in consultation with the GOI, and the Contractor. The Contractor should prepare the work plan in close consultation with USAID and GOI agencies,

as well as other key stakeholders. During contract performance, the Contractor will update the work plan as required, subject to COR approval. COR's approval of work plan updates are required if the proposed changes impact on the use of available contract funds. Such comments and changes, however, if accepted by the Contractor, may not constitute a change from the terms of the contract. Work plans must describe the activities and interventions required to meet the Contract outputs, including:

- 1) Proposed activities for the given year;
- 2) Corresponding time frame for implementation of annual activities;
- 3) Information on how activities will be implemented in a collaborative and coordinated manner with implementing partners and GOI entities;
- 4) Review of previous year's accomplishments, problems, and progress towards achieving contract outcomes; and
- 5) Proposed annual accomplishments and progress towards achieving outcomes.

The work plans are intended to be working documents for the use of the Contractor and USAID, together with consultation from the GOI, however there is no expectation of widespread public dissemination. Note: Work Plans will be translated into Bahasa Indonesia upon request by the COR.

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.5.5 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.5.5.1 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 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 against deliverables and/or completion thereof, (with specific mention of gender-related results, if possible);
- b. Issues or obstacles encountered (particularly to contribute to the learning agenda of the project);
- c. Any other developments or events which have the potential to significantly affect performance or progress toward targets;
- d. Activity location data (submitted twice annually as part of 2nd Quarterly Progress Report and the Annual Progress Report)
- e. Any relevant Geographic Data and Cartographic Product produced during the quarter;
- f. Written case studies on innovative accountability activities, if any took place during that quarter; and
- g. Private sector engagement and collaboration. (1) Private Sector entities consulted- description of how the private sector has been engaged by the Contractor around issues of corruption and accountability, especially for their knowledge and perspectives; (2) Private Sector Resources Leveraged – the total value of cash and in-kind resources contributed by the private sector, disaggregated by activity and sub-activity; (3) Ratio of Private Sector Resource Leveraged – the ratio of private sector resources leveraged to the total USG life of activity funding; and (4) Private Sector Contribution to Cost-share: Amount of cost-share (\$) allocated to activity or sub-activity that is the result of funding provided by the private sector after the contract or sub-award is made and during the life of the activity or sub-activity.
- h. Success stories that highlight the impact of the project's work. The story needs to articulate how the work of the project has resulted in positive change. The stories should include impact statements and ideally would be human-centered stories that help audiences personally and emotionally connect to the stories. Examples of success stories can be found on the USAID Web site at <http://www.usaid.gov/results-data/success-stories>. All success stories and impact statements must be shared electronically with the DOC team at jakartadocs@usaid.gov.
- i. At least 15 high-resolution photos that visually convey the story of the project's activities and impact. The photos will need to be digital files that are accompanied with captions that provide the following information: date photo was taken; name of photographer; and description of photo. Examples of good photos with captions can be found at <http://www.usaid.gov/news-information/photo-gallery>.
- j. A copy of marketing materials and information products used to showcase the project's work. For example, fact sheets, videos, info graphics, etc.

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 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 30 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.5.6 Monitoring and Evaluation Plan

The Monitoring and Evaluation Plan (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.

The M&E Plan must include all indicators the Contractor believes to be necessary in order to adequately measure and track progress and impact of tasks outlined in the award. The M&E Plan must include relevant indicators from USAID/Indonesia's Mission-wide Performance Management Plan (PMP)³¹ and required Standard Indicators for the annual Performance Plan and Report (PPR). The COR and Contractor will jointly identify the relevant Mission Performance Management Plan and Standard Indicators to include prior to formal submission of the M&E Plan.

The M&E Plan must identify all baselines and targets for these indicators, or at a minimum explain how they will be developed over the ensuing 12 months. The plan must also be able to track gender-disaggregated results data as appropriate. This plan must also define the flow of information within the Contractor's organizational structure, enabling all parties to more effectively monitor and manage activities required. In a uniform format, the M&E Plan must include Performance Indicator Reference Sheets (PIRSs) which describe indicators in detail and include definitions, data sources, frequency of data collection and reporting, data collection methods, and measures to maintain data integrity. The Contractor is responsible for ensuring the quality of indicator data, including that which is provide by any sub-contractors/grantees. Where appropriate, the indicators and performance reference sheets must be consistent with USAID/ Indonesia's PMP.

The M&E Plan must include the following indicators:

- World Justice Project (WJP) Rule of Law Index components 2.1 and 2.2 under Factor 2 (absence of corruption in the judicial and executive branch).
- Number of CSOs receiving USG assistance engaged in advocacy interventions. (Standard Indicator No. 2.4.1-9) (PPR-RAA³²)
- Percentage of females who report increased self-efficacy at the conclusion of USG supported training/programming. (Standard Indicator No. GNDR-3)
- Percentage of participants reporting increased agreement with the concept that males and females should have equal access to social, economic, and political opportunities. (Standard Indicator No. GNDR-4)
- Number of judges and judicial personnel trained with USG assistance. (Standard Indicator No. 2.1.2-7)
- Number of USG-assisted courts with improved case management systems. (Standard Indicator No. 2.1.3-13) (PPR-RAA)
- Number of government officials receiving USG-supported anti-corruption training. (Standard Indicator No. 2.2.4-2)

31 The USAID/Indonesia PMP is publicly available in the Development Experience Clearinghouse, at http://pdf.usaid.gov/pdf_docs/pa00k121.pdf.

32 Performance Plan and Report, Required as Applicable

- Number of mechanisms for external oversight of public resource use supported by USG assistance. (Standard Indicator No. 2.2.4-4)
- Number of USG-supported anti-corruption measures implemented. (Standard Indicator No. 2.2.4-7)
- Number of public policies introduced, adopted, repealed, changed or implemented consistent with citizen input. (Standard Indicator No. 2.4.1-12)
- Number of people affiliated with NGOs receiving USG supported anti-corruption training. (Standard Indicator No. 2.2.4-5)
- Number of news articles and broadcast (radio and TV) segments that mention USAID and the project's activities

In order to better represent the results of 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. 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. For example, the indicator "Number of USG-assisted courts with improved case management systems. (Standard Indicator No. 2.1.3-13)" should include geographic location data to enable USAID to track geographically differentiated progress through its own systems. The M&E Plan must demonstrate how such geographically-explicit indicators will be used to analyze activity performance and inform management decisions. See Section on "Geographic Information Requirements" for format and requirements for reporting Geographic Data.

The Contractor's M&E Plan is considered final following review, comment and approval by the COR. The Contractor must submit M&E Plan data as part of its quarterly and annual performance reports to the COR for review and approval.

DUE DATE: The Contractor must submit the M&E Plan no later than 90 days following Contract award. The Contractor must commence implementation of the M&E Plan within 15 days following receipt of the COR's approval of the Plan.

F.5.7 PARTICIPANT TRAINING REPORT

The Contractor will collect training data on technical trainings (conferences, workshops) held outside of the host country or in-country accomplished under the contract and within the SOW. The training report will be submitted to the COR on a quarterly basis.

The Contractor must ensure that all recipients of training comply with U.S. Government visa requirements as well as USAID policy on participant training. Further information on these requirements can be obtained from the COR. ADS Chapter 252 provides detailed information regarding visa compliance guidelines, and ADS Chapter 253 provides guidance on USAID-funded training programs.

F.5.8 Final Report

The Contractor must prepare and submit a final report to the COR at the end of the project. The report must discuss:

- (a) A summary of activities, progress made, and results achieved;
- (b) Achievements against indicators agreed on the Monitoring and Evaluation Plan from the start of the project through its completion; and
- (c) Explanation of implementation challenges and actions taken to overcome the challenges.

DUE DATE:

The Contractor must submit a draft Final Report within 30 days prior to the contract completion date. After COR review, the final report must then be resubmitted in final to an agreed upon list of distribution.

F.5.9 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.5.10 Demobilization and Close-Out Plan

The Contractor will develop and implement a COR-approved Closeout Plan (administration, information, grants, finance, procurement and management) and Demobilization Plan. 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:

- A plan for the phase-out of in-country operations;
- Delivery schedule for all reports or other deliverables required under the Contract;
- A timetable for completed all required actions
- Dates for final delivery of all goods and services for grants and subcontracts;
- 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, including the submission date of the final Property Disposition Plan to 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;
- A timetable of activities that will promote/disseminate the project's lessons learned as well as best practices and innovative approaches identified during the life of the project. The goal of the activities is to encourage stakeholders to adopt practices and approaches that will help sustain progress after the life of the project.

- Report on compliance with all local labor laws, tax clearances, etc.

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

(a) Contract Reports and Information/Intellectual Products.

(1) Within thirty (30) calendar days of obtaining the Contracting Officer Representative's approval, the Contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that (1) describe the planning, design, implementation, evaluation, and results of development assistance; and (2) are generated during the life cycle of development assistance programs or activities.) The Contractor must also submit 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	Jakarta, Indonesia Address
Office of Acquisition & Assistance USAID/Indonesia American Embassy Jakarta Unit 8135 USAID FPO, AP 96520-8135	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 **DRG Office** at the following address:

DRG 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 ADS 302.3.5.5 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 ADS 302.3.5.9 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 ADS 302.3.5.22 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 ADS 302.3.5.21 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.21 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.22 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.23 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.24 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.25 DISCLOSURE OF INFORMATION

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

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

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

Sub-Contractors 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.26 ADS.302.3.5.19 USAID-FINANCED THIRD-PARTY WEB SITES (AUGUST 2013)

(a) Definitions:

“Third-party web sites”

Sites hosted on environments external to USAID boundaries and not directly controlled by USAID policies and staff, except through the terms and conditions of a contract.

Third-party Web sites include project sites.

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

(1) Working through the COR, the contractor must notify the USAID Bureau for Legislative and Public Affairs/Public Information, Production and Online Services (LPA/PIPOS) of the Web site URL as far in advance of the site's launch as possible.

(2) The contractor must comply with Agency branding and marking requirements comprised of the USAID logo and brandmark with the tagline “from the American people,” located on the USAID Web site at www.usaid.gov/branding, and USAID Graphics Standards manual at <http://www.usaid.gov>.

(3) The Web site must be marked on the index page of the site and every major entry point to the Web site with a disclaimer that states: "The information provided on this Web site is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government."

(4) The Web site must provide persons with disabilities access to information that is comparable to the access available to others. As such, all site content must be compliant with the requirements of the Section 508 amendments to the Rehabilitation Act.

(5) The contractor must identify and provide to the COR, in writing, the contact information for the information security point of contact. The contractor is responsible for updating the contact information whenever there is a change in personnel assigned to this role.

(6) The contractor must provide adequate protection from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted on the Web sites. To minimize security risks and ensure the integrity and availability of information, the contractor must use sound: system/software management; engineering and development; and secure coding practices consistent with USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved as quickly as possible or within 30 days. Contact the USAID Chief Information Security Officer (CISO) at ISSO@usaid.gov for specific standards and guidance.

(7) The contractor must conduct periodic vulnerability scans, mitigate all security risks identified during such scans, and report subsequent remediation actions to CISO at ISSO@usaid.gov and COR within 30 workdays from the date vulnerabilities are identified. The report must include disclosure of the tools used to conduct the scans. Alternatively, the contractor may authorize USAID CISO at ISSO@usaid.gov to conduct periodic vulnerability scans via its Web-scanning program. The sole purpose of USAID scanning will be to minimize security risks. The contractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above.

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

H.27 ADS.302.3.5.20 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUGUST 2013)

The contractor must obtain USAID approval prior to committing costs related to conferences funded in whole or in part with USAID funds where:

1. Twenty (20) or more USAID employees are expected to attend.
2. The net conference expense funded by USAID will exceed \$100,000 (excluding salary of employees), regardless of the number of USAID participants.

A conference is defined as a seminar, meeting, retreat, symposium, workshop, training activity or other such event that requires temporary duty travel of USAID employees. For the purpose of this policy, an employee is defined as a U.S. direct hire; personal services contractor, including U.S. PSCs, Foreign Service National (FSN)/Cooperating Country National (CCN) and Third Country National (TCN); or a Federal employee detailed to USAID from another government agency.

Conferences approved at the time of award will be incorporated into the award. Any subsequent requests for approval of conferences must be submitted by the contractor to the USAID COR. The COR will obtain the required agency approvals and communicate such approvals to the contractor in writing. The request for conference approval must include:

- A brief summary of the proposed event;
- A justification for the conference and alternatives considered, e.g., teleconferencing and videoconferencing;
- The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);

- A list of USAID employees attending and a justification for each; and the number of other USAID-funded participants (e.g., institutional contractors);
- The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;
- If meals will be provided to local employees (a local employee would not be in travel status), a determination that the meals are a necessary expense for achieving Agency objectives; and
- A certification that strict fiscal responsibility has been exercised in making decisions regarding conference expenditures, the proposed costs are comprehensive and represent the greatest cost advantage to the U.S. Government, and that the proposed conference representation has been limited to the minimum number of attendees necessary to support the Agency's mission.

H.28 ENVIRONMENTAL COMPLIANCE

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

In addition, the Contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

H.29 AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)

(a) Except as may be specifically approved by the contracting officer, the contractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR part 228 "Rules on Procurement of Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 937 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the contracting officer.

(b) Ineligible goods and services. The contractor must not procure any of the following goods or services under this contract:

- (1) Military equipment;
- (2) Surveillance equipment;
- (3) Commodities and services for support of police and other law enforcement activities; (4) Abortion equipment and services;
- (5) Luxury goods and gambling equipment; or
- (6) Weather modification equipment.

(c) Restricted goods. The contractor must obtain prior written approval of the contracting officer or comply with required procedures under an applicable waiver as provided by the contracting

officer when procuring any of the following goods or services:

- (1) Agricultural commodities;
- (2) Motor vehicles;
- (3) Pharmaceuticals and contraceptive items;
- (4) Pesticides; (5) Fertilizer;
- (6) Used equipment; or
- (7) U.S. Government-owned excess property.

If USAID determines that the contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the contracting officer or fails to comply with required procedures under an applicable waiver as provided by the contracting officer, and has received payment for such purposes, the contracting officer may require the contractor to refund the entire amount of the purchase.

H.30 GRANTS UNDER CONTRACT

Grants under Contract to non-governmental organizations are authorized under this contract. If the contractor anticipates making a grant to a partner government entity, they must consult with the COR and obtain prior written approval from the CO. Contractor must also seek approval for grants under contract authority for the contract in accordance with the procedures outlined below.

The following requirements apply to any grant awarded by a Contractor under this contract:

- a. USAID shall have substantial involvement in the establishment of selection criteria and shall approve the selection of grant recipients. Unless otherwise directed by the Contracting Officer, the COR shall have the authority to approve the grant recipient selection.
- b. USAID retains the right to terminate the grant activity (activities) unilaterally in extraordinary circumstances.
- c. The Contractor is not authorized to execute or administer Cooperative Agreements on USAID's behalf.
- d. Requirements which apply to USAID-executed grants shall also apply to grants signed by the Contractor.
- e. The Contractor shall award such grants only to non-U.S., or U.S., non-governmental organizations. It is anticipated that the approved amount of such grants shall not exceed \$100,000 (for U.S. NGOs).
- f. The Contractor shall prepare and submit for Contracting Officer approval, a Grants Manual that outlines, at a minimum, the competition process, selection criteria, types of grants to be utilized, as well as all grants templates. Once the Grants Manual is approved by the CO, the COR shall have the authority to approve the grant recipient selection.
- g. If the Grants Manual is not provided before award to the Contracting Officer (CO), the Contractor shall obtain approval from the CO within 60 days after award of the contract.

The Contractor shall comply with all USAID policies, procedures, regulations, and provisions set forth in the Contract and ensure:

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

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

H.31 APPROVALS – NONEXPENDABLE PROPERTY PURCHASES

All purchases of nonexpendable property (i.e., 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 more than \$500) will require approval of the Contracting Officer. Any approvals given pursuant to this paragraph must be within the terms of this contract, and shall not serve to change them in any way. The Contractor shall retain copies of all such approvals for audit purposes.

NOTE: The Contractor is required to obtain insurance coverage for all nonexpendable property purchased under the contract. The cost of premiums is allowable under the contract. To ensure the lowest cost for insurance, umbrella coverage should be provided to cover all nonexpendable property purchased under the contract.

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

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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 52.227-13 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

Annex 1 – An unofficial English translation of Law No. 5/2014 on
the Civil Service

Annex 2 - An unofficial English translation of draft law on the
Government Internal Monitoring System
(Rancangan Undang-Undang Sistem Pengawasan
Internal Pemerintah)

END OF SECTION J

PART IV – REPRESENTATION AND INSTRUCTIONS

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

The representation and certifications submitted under CEGAH (“Prevent”) are applicable to this Contract and any resultant subcontract unless updates are provided by the Contractor.

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section 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
_____	_____	_____	_____

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.³³
- (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.
- (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,

³³ The small business size standard for this acquisition is set forth in Section K.106 of this solicitation.

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 121.³⁴

(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.

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.

³⁴ The small business size standard for this acquisition is set forth in Section K.106 of this solicitation.

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 (OAA), via e-mail to proposals-indo@usaid.gov , identifying this RFP number, no later than **the date indicated in the cover letter**. 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 one original and five (5) copies of the Technical Proposal and one original and one (1) 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-497-15-000025], 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 25 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. Those pages that exceed the page limitation will not be evaluated.

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;
- Monitoring and Evaluation Plan;
- 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 strategy, proposed technical approach, management approach, implementation plan, and expected results.

c) Technical Approach [see section M.3.1]

This RFP is designed to encourage Offerors to develop their own creative approach to accomplishing the goals and objectives. That is, Offerors are encouraged to articulate their own customized technical approach to achieving success, as long as it complies with the three core components, required results, activity principles, and funding limitations of the SOW.

The Technical Proposal must describe the specific steps proposed by the Offeror that would support the achievement of the three contract components listed in Section C for the overall expected results of the CEGA activity. This includes the ability to respond quickly and provide services to respond to the needs of USAID and the beneficiaries of the activity.

The proposal should also include how Offerors will achieve the objectives and deliverables, including clear articulation, with specific yearly targets, of achievement of Contractor tasks and deliverables. Proposals must specify how Offerors will track the indicators along with targets. Proposals must indicate how the proposed technical approach is designed to facilitate an RCT-based impact evaluation.³⁵ For Suggested Indicators, Offerors may offer their own alternative indicators with targets.

d) Staffing Plan and Key Personnel [see section M.3.2]

The Offeror must present an organizational and management structure (Staffing Plan) which describes clearly the different positions, and the roles and responsibilities for each activity personnel. The Offeror must submit an organizational chart for consideration.

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

1. Chief of Party
2. Deputy Chief of Party

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

³⁵ For reference to carry out an acceptable impact evaluation based on an experimental design using RCT (randomized controlled trials), please refer to USAID Technical Note at: http://www.usaid.gov/sites/default/files/documents/1870/IE_Technical_Note_2013_0903_Final.pdf

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. All key personnel 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.

e) Management Plan [see section M.3.3]

The proposal must describe how the Offeror will manage its staff and proposed subcontractors (if any) and grants to ensure smooth implementation of activities described in Section C. This includes: handling and responding quickly to requests from USAID which may be urgent and vary in volume throughout the life of the activity; managing the logistics of a multitude of activities with various places and institutions with their own institutional context: the ability to place technical assistance individuals or teams (including subcontractors) in a timely manner; the ability to administer grants efficiently and effectively to achieve CEGA's highest-level and lower-level results; the ability to provide administrative support services; and managing the administrative and regulatory requirements and procedures mandated by Indonesian law and U.S. government allowances and regulations.

In addition, the Technical Proposal must clearly and sufficiently describe the start-up plan once the project is awarded. In particular, the Offeror must describe how to quickly establish staff and fulfill urgent requests for technical assistance from USAID that come after the project is awarded.

f) Contractor Past Performance Information [see section M.3.4]

(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), in an annex, 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.

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

(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's 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
Effectiveness of justice sector to prosecute and adjudicate corruption cases increased (20% of resources)
2. CLIN 002: Component 2
Key GOI corruption prevention institutions strengthened (55% of resources)
3. CLIN 003: Component 3
Civil society initiatives on accountability increased (25% of resources)

Addition to that, budget spreadsheet for total of all components that is broken down by each year is also required.

Budget Line Item Definitions and Illustrations:

Salaries and Wages. FAR 31.205-6, AIDAR 731.205-6 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 Offerors but are not solely determinative; proposed salary and wage rates must be proposed in accordance with the Offeror’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), and health insurance. 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. Due to current circumstances related to purchasing motor vehicles, Contractor is requested to consider leasing/rental rather than purchase.

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.

Participant Training (if any). AIDAR 752.7019 and ADS 253 provide for participant training and training in development. For example, costs must be broken down by types and participants.

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 17 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), (6) 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 effect 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: CEGAH

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 Contracting 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 52.215-1 – Instructions to Offerors – Competitive Acquisition, 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 criteria 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
3. Management Plan
4. Past Performance Information

Order of Importance: The following are the Technical Application evaluation criteria against which proposals will be evaluated. “Technical Approach” and “Key Personnel and Staffing” are equally important and together constitute the significant majority ranking for proposals. Each alone is more important than either “Management Plan” or “Past Performance Information.” “Past Performance Information” 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 the three contract components of USAID’s CEGA activity. The proposal demonstrates Offeror’s ability to implement the proposed activity structure and the Offeror’s understanding of the efforts requisite for effective and successful achievement of the objectives outlined in Section C - Statement of Work, including the ability to respond quickly and provide services in response to USAID and beneficiary requests. The evaluation will be based on the quality of the proposed technical approach in terms of:

- Understanding and achieving the objectives and deliverables;
- Clearly articulating and achieving tasks and deliverables;
- Specifying and tracking the indicators and targets and facilitating an RCT-based impact evaluation; and
- Ensuring the project principles throughout project activities.

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

Proposed staff will be evaluated on the degree to which they meet the requirements outlined in Section C. The proposal demonstrates technical and personal qualifications of all key personnel, including evidence of professional competence and experience in successful implementation of similar programs in international settings.

The proposal clearly and logically shows roles, responsibilities, and relationships of proposed key and non-key staff reflecting the positions and skill-sets required to carry out requirements of the project's scope of work. The proposal shows key positions held by sub-contractors.

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

The proposal demonstrates that the Offeror and its subcontractors (if any) have a sound management plan and organizational structure to manage the contract and achieve desired results and outcomes as well as justification of the structure. The start-up plan lays out an ambitious and achievable path to quickly establishing an active staff presence. The proposal also demonstrates clear and realistic description of timely plans for staffing and mobilization, including the hiring of personnel, the establishment of offices and communications system, fulfilling urgent requests for technical assistance from USAID once the project is awarded, and managing the administrative and regulatory requirements and procedures of a U.S. Government-funded development assistance program in Indonesia.

4. Past Performance Information [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 of home and field office management to make prompt decisions and ensure efficient completion of Tasks;
- c) Effectiveness and retention of key personnel including prompt and satisfactory changes in personnel when problems were identified;
- d) 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.

- e) Cost control, including accurate forecasting and financial reporting.
- f) For prime offerors who are not small business concerns, their utilization of Small Business concerns as subcontractors, including efforts in achieving small business participation goals.

An Offeror’s performance will not be evaluated favorably or unfavorably when 1) the Offeror lacks relevant performance history, 2) information on performance is not available, or 3) the Offeror is a member of a class of Offerors where there is provision not to rate the class against a sub-factor. When this occurs, an Offeror lacking relevant performance history is assigned a “neutral” rating and the weighting of the evaluation criteria will be adjusted to accommodate this. An exception to this “neutral” rating provision is when a non-small businesses prime has no history of subcontracting with small business concern.

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

The technical evaluation committee will use an adjectival approach when evaluating the proposals. The below chart details the rating scheme and the definition that apply to technical factors as well as past performance evaluation factors.

Adjective	Technical/Management/ Personnel Definition	Past Performance Definition
Exceptional	An Exceptional proposal has the following characteristics: <ul style="list-style-type: none"> • A comprehensive and thorough proposal of exceptional merit. • Proposal meets and fully exceeds the Government expectations or exceeds RFP requirements and presents very low or no overall degree of risk of unsuccessful contract performance. • Strengths significantly outweigh any weaknesses that may exist. No deficiencies are present. 	The offeror’s performance of previously awarded relevant contract met contractual requirements and 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.
Very Good	A Very Good proposal has the following characteristics: <ul style="list-style-type: none"> • A proposal demonstrating 	The offeror’s performance of previously awarded relevant contracts met contractual

	<p>strong grasp of the requirements.</p> <ul style="list-style-type: none"> • Proposal meets RFP requirements and presents a low overall degree of risk of unsuccessful contract performance. • Strengths significantly outweigh any weaknesses that exist. 	<p>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>
Satisfactory	<p>A Satisfactory proposal has the following characteristics:</p> <ul style="list-style-type: none"> • A proposal demonstrating a reasonably sound response and a good grasp of the requirements. • Proposal meets RFP requirements and presents a moderate overall degree of risk of unsuccessful contract performance. • Strengths outweigh weaknesses. 	<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 offerors past performance record leads to an expectation of successful performance.</p>
Marginal	<p>A Marginal proposal has the following characteristics:</p> <ul style="list-style-type: none"> • The proposal 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 equal or outweigh any strengths that exist. 	<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</p>

		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.
Unsatisfactory	An Unsatisfactory proposal has the following characteristics: <ul style="list-style-type: none"> • The Proposal does not meet the RFP requirements or requires a major rewrite of the proposal. • Presents an unacceptable degree of risk of unsuccessful contract performance. • Deficiencies and significant weaknesses demonstrate a lack of understanding of the Government's needs. • Weaknesses and or deficiencies significantly outweigh any strengths that exist. 	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 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.
Neutral	Not Applicable	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.

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 ENTREPRISES

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

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

14. EMPLOYMENT HISTORY

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

2. Salary definition – basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, 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 (<i>M/D/Y</i>)		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 (<i>M/D/Y</i>)		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 _____

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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 in adequate; 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
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(Attach additional sheets if necessary.)

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

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, 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>)

Annex 1 – Unofficial English translation of Law No. 5/2014 on the Civil Service
(Due to the size of the file, this Annex 1 is available in a separate file, attached to this solicitation)

Annex 2 – Unofficial English translation of Government Internal Control System
(Rancangan Undang-Undang Sistem Pengawasan Internal Pemerintah)
(Due to the size of the file, this Annex 2 is available in a separate file, attached to this solicitation)