



USAID | INDONESIA

FROM THE AMERICAN PEOPLE

Issuance Date : February 26, 2015
Question Due Date : March 10, 2015
Question Due Time : 2:00 PM, Jakarta time
Closing Date and Time for : April 02, 2015
Submission of Proposals : 2:00 PM, Jakarta time

Subject: Request for Proposal (RFP) No. SOL-497-15-000012
“Printing and Distribution of Leveled Reading Books”

To All Prospective Offerors:

The United States Government, as represented by the United States Agency for International Development (USAID) Mission to Indonesia, is seeking proposals from qualified organizations interested in providing the services described in the attached solicitation.

This procurement is being conducted through full and open competition for which the procedures set forth in FAR Part 15 shall apply.

Proposals will be accepted from local, U.S. or non-U.S. organizations. USAID plans to award a Firm-Fixed-Price (FFP) contract for a period of no longer than eight months.

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 a prime contractor or as a subcontractor, in accordance with Part 19 of the FAR.

Offerors are encouraged to read the entire solicitation, which includes all pertinent technical sections and the terms, conditions and instructions required for submitting a proposal. Any blanks in Sections B through J will be completed by the Contracting Officer before award. Offerors must comply with FAR clause 52.204-7, System for Award Management, and adhere to the requirements set forth in Section K – Representations, Certifications and Other Statements of Offerors.

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 reviewed in accordance with the instructions provided in Section L. If the proposal is received after the deadline or if it is incomplete, it may not be accepted or otherwise considered unless authorized by the Contracting Officer. Late proposals will be handled in accordance with FAR 15.208.

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

Please submit all question about this RFP no later than the deadline above to proposals-indo@usaid.gov, include the RFP number in the email subject line. Oral instructions, answers or guidance from any USAID source prior to the award of the contract shall not be binding.

USAID Indonesia's point of contact for this solicitation is Nadeem Yusuf, A&A specialist at proposals-indo@usaid.gov with a copy to nyusuf@usaid.gov.

Thank you for your consideration of this USAID initiative. We look forward to your participation.

Sincerely,
Patrick J. Wilson
Contracting Officer
USAID/Indonesia

Attachment: RFP SOL-497-15-000012

2. CONTRACT NUMBER	3. SOLICITATION NUMBER SOL-497-15-000012	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED See Cover Ltr	6. REQUISITION/PURCHASE NUMBER
--------------------	---	--	---------------------------------	--------------------------------

7. ISSUED BY USAID/Indonesia Office of Acquisition and Assistance	CODE	8. ADDRESS OFFER TO (If other than item 7) Contracting Officer OAA, USAID Gedung Sarana Jaya, Jl. Budi Kemuliaan I/1 Jakarta, Indonesia
---	------	--

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

SOLICITATION

9. Sealed offers in original and (See Section L) 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 See Cover Ltr local time See Cover Ltr (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 Nadeem Yusuf, Contracts Specialist	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 6221 34359367	C. E-MAIL ADDRESS
---------------------------	---	---	-------------------

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	22
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	6	X	J	LIST OF ATTACHMENTS	25
X	D	PACKAGING AND MARKING	13	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	14	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	26
X	F	DELIVERIES OR PERFORMANCE	16				
X	G	CONTRACT ADMINISTRATION DATA	17	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	38
X	H	SPECIAL CONTRACT REQUIREMENTS	20	X	M	EVALUATION FACTORS FOR AWARD	51

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 (see section L) 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)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	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.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	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
---	---	------

24. ADMINISTERED BY (If other than Item 7) Office of Acquisition and Assistance OAA, USAID Gedung Sarana Jaya, Jl. Budi Kemuliaan I/1 Jakarta 10110, Indonesia	25. PAYMENT WILL BE MADE BY CODE
---	-------------------------------------

26. NAME OF CONTRACTING OFFICER (Type or print) Patrick J. Wilson, Contracting Officer, USAID/Indonesia	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
--	--	----------------

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

TABLE OF CONTENTS

PART I - THE SCHEDULE	4
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS	4
B.1 PROJECT TITLE	4
B.2 PURPOSE.....	4
B.3 CONTRACT TYPE.....	4
B.4 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT	4
SECTION C –STATEMENT OF WORK.....	6
SECTION D – PACKAGING AND MARKING	13
D.1 AIDAR 752.7009 MARKING (JAN 1993).....	13
D.2 BRANDING POLICY AND STRATEGY	13
SECTION E – INSPECTION AND ACCEPTANCE.....	14
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	14
E.2 INSPECTION AND ACCEPTANCE	14
SECTION F – DELIVERIES OR PERFORMANCE	16
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	16
F.2 PERIOD OF PERFORMANCE.....	16
F.3 PLACE OF PERFORMANCE.....	16
F.4 REPORTS, GEOGRAPHIC DATA AND DELIVERABLES	16
SECTION G – CONTRACT ADMINISTRATION DATA	17
G.1 ADMINISTRATIVE CONTRACTING OFFICE.....	17
G.2 CONTRACTING OFFICER’S AUTHORITY.....	17
G.3 CONTRACTING OFFICER’S REPRESENTATIVE (COR)	17
G.4 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)	17
G.5 ACCOUNTING AND APPROPRIATION DATA	19
SECTION H - SPECIAL CONTRACT REQUIREMENTS	20
H.1 AUTHORIZED GEOGRAPHIC CODE.....	20
H.2 INTELLECTUAL PROPERTY RIGHTS	20
H.3 LOGISTIC SUPPORT.....	20
H.4 LANGUAGE REQUIREMENTS	20
H.5 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)	20
H.6 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 2012).....	20
H.7 VALUE ADDED TAX AND CUSTOMS DUTIES	21
PART II – CONTRACT CLAUSES	22
SECTION I – CONTRACT CLAUSES.....	22
I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	22
I.2 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)	24
I.3 AIDAR 752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD (JUN 1993)	24
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS.....	25

SECTION J - LIST OF ATTACHMENTS	25
PART IV - REPRESENTATIONS AND INSTRUCTIONS.....	26
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.....	26
K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE.....	26
K.2 FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)	26
K.3 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JULY 2013)	28
K.4 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2014).....	28
K.5 AIDAR 752.226-01 DISADVANTAGED ENTERPRISE REPRESENTATION (APR 1991)	32
K.6 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)	33
K.7 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS	36
K.8 INSURANCE - IMMUNITY FROM TORT LIABILITY.....	36
K.9 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS.....	36
K.10 SIGNATURE	36
SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS.....	38
L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE.....	38
L.2 FAR 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004) ALT I (OCT 1997).....	38
L.3 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	42
L.4 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)	43
L.5 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)	43
L.6 QUESTIONS AND CLARIFICATIONS	43
L.7 GENERAL INSTRUCTIONS TO OFFERORS.....	43
L.8 UNNECESSARILY ELABORATE PROPOSALS	46
L.9 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL	46
L.10 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL	50
L.11 BRANDING STRATEGY.....	50
SECTION M – EVALUATION FACTORS FOR AWARD.....	51
M.1 OVERVIEW.....	51
M.2 BEST VALUE/TRADEOFF DECISION	51
M.3 TECHNICAL EVALUATION CRITERIA	52
M.4 EVALUATION METHODOLOGY	54
M.5 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD ..	56
M.6 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES	57
M.7 BRANDING IMPLEMENTATION PLAN AND MARKING PLAN.....	57
ATTACHMENTS	58

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PROJECT TITLE

Printing and Distribution of Leveled Reading Books.

B.2 PURPOSE

The purpose of this contract is to print and distribute the books as described in detail in Section C, Statement of Work for the implementation of USAID Indonesia’s “Printing and Distribution of Leveled Reading Books”.

B.3 CONTRACT TYPE

This is a Firm Fixed Price contract. For the consideration set forth below, the Contractor shall provide deliverables or outputs described in Section C and the additional requirements of Sections F and H.

B.4 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

- The total Price of this Contract is (will be incorporated at the time of award).
- _____ is obligated at the time of award which fully funds this Contract (Amount will be incorporated at the time of award).

B.4 PAYMENT AND PAYING OFFICE

- (a) The contractor will be paid after completion and acceptance of deliverable by the Contracting Officer Representative (COR). Following deliverables are established for this Contract (Amount will be incorporated at the time of award):

No.	Deliverables	% of Printing Cost	Printing Cost (in US Dollars)	IP Cost (in US Dollars)	Total Amount (in Dollars)
1	Work Plan: YLAI’s full IP cost and (20% of total printing cost)	20%		\$1,297,120	
2	Jakarta 4,700 kits	25%			
3	Medan 2,400 kits	15%			
4	Semarang: 1,600 kits	10%			
5	Surabaya: 2,100 kits; and	15%			
6	Makassar: 1,300 kits.	10%			
7	Final Report - 5%	5%			
	TOTAL AMOUNT	100%		\$1,297,120	

Contractor will be paid on completion and acceptance of each deliverable.

(b) The paying office for this Contract is:

Office of Financial Management
USAID/INDONESIA
Unit 8135 USAID
FPO AP 96520-8135
jktpay@usaid.gov

(c) Claim for payment under this Contract must be submitted to the above mentioned Paying Office. The Contracting Officer Representative (COR) is the authorized representative of the Government to approve vouchers under this award. The Contractor must submit SF-1034 -- Public Voucher for Purchases and Services Other Than Personal at the completion of each deliverable. The voucher shall clearly identify the deliverable for which the claim is being submitted.

(d) Contractor is required to submit invoices electronically on the above mentioned email address. Contractor is not required to submit the paper or fax copies as required in Section G.4 of this Contract.

[END OF SECTION B]

SECTION C –STATEMENT OF WORK

Printing and Distribution of Leveled Reading Books

I. Introduction

USAID’s involvement in improving the quality of basic education in Indonesia began with the Managing Basic Education (MBE) Project in 2003. This activity resulted in visible changes in classroom environments, improved school management and better teacher performance through use of active learning methodologies. The project also enhanced parental and community involvement in school activities. MBE was followed by three separate Decentralized Basic Education Projects (DBE 1, 2 and 3) begun in 2005 and finished in December 2011. Collectively, the DBE program has improved education accountability and oversight by districts and schools, enhanced pre- and in-service teacher training and certification programs and supported new initiatives in kindergartens, inclusive education and tertiary professional development.

Prioritizing Reform, Innovation and Opportunities for Reaching Indonesia’s Teachers, Administrators, and Students (PRIORITAS) project is further consolidating gains made under the DBE programs by focusing on capacity building and quality improvements for teacher training institutions (TTI)¹ and for non-academic, in-service teacher training providers. (The \$83.7 million PRIORITAS program began in May 2012 and is scheduled to run through April 2017. It is active in eight provinces and 50 districts. In addition, the project provides limited assistance to 46 districts involved in the previous DBE project. PRIORITAS is also building the capacity of Ministry on Education and Culture (MOEC), Ministry of Religious Affairs (MORA) and pre- and in-service teacher training organizations to coordinate, plan and train. In addition to teacher training, PRIORITAS is improving education management and governance in schools and districts.

II. Background

Education in Indonesia. The size, diversity and geographic characteristics of Indonesia present tremendous challenges for managing the education system. The system that provides services for over 54.8 million students (the 3rd largest in Asia and 4th in the world), employs some 3.0 million teachers who work in 236,000 schools distributed in 34 provinces and over 500 districts with around 300 ethnic groups and 750 local languages.

In spite of past achievement, significant problems in the system persist. Indonesia’s ranking against international norms is extremely low, particularly when compared to neighboring countries. The most recent Program for International Student Assessment report (PISA, 2012) shows a downward trend, with Indonesia ranking 63 in a field of 64 OECD countries in mathematics and science. The Progress in International Reading Literacy Study (PIRLS, 2011) ranked the performance of fourth grade students 42 out of 45 countries surveyed.

¹ For the purposes of this document, teacher training institutes (TTI) will be a generic term which includes colleges that were founded specifically to train teachers and university education departments

Reading Assessment and USAID PRIORITAS. Following two Early Grade Reading Assessments (EGRA) conducted by USAID PRIORITAS in 2012 and 2013, USAID/Indonesia conducted a national level EGRA in collaboration with the Ministry of Education and Culture (MOEC) and Ministry of Religious Affairs (MORA) in early 2014. The assessment involved 4,812 grade 2 students. The results of the nationally representative EGRA found that grade 2 students throughout the country were reading at high levels—with nearly half of the nation’s students reading fluently with comprehension. However, this finding does not mean that continued efforts to improve students’ reading level are no longer needed. The most consistent factors impacting reading performance were regional differences and wealth. At the student level, it was found that age, nutrition, and education resources in the home were all significantly correlated with achievement. At the school level, higher performance was associated with better infrastructure and the use of libraries. Unfortunately, most libraries do not have sufficient reading books that are relevant and age-appropriate.

Under the USAID PRIORITAS reading program, an activity has been implemented to develop “leveled reading books” (i.e., grade appropriate) that will supplement and enrich existing classroom instruction. The books will contain interactive pictures and materials, teacher guides and activity section that support comprehension, vocabulary and skill development. These reading books will be distributed to all USAID PRIORITAS target schools and the pilot schools TTIs in 50 districts in seven provinces. The distribution of the leveled reading books to schools will be accompanied by training in the use the books for teachers, principals, and supervisors as well as targeted parents and school committee members.

In addition, to supporting Goal 1 of USAID’s Education Strategy: “Improved Reading Skills for 100 Million Children in Primary Grades by 2015,” under PRIORITAS, USAID/Indonesia has committed itself to encouraging improvements in early grade reading across the entire Indonesian school system through policy changes and by encouraging the dissemination and replication of best PRIORITAS practices, particularly in the area of reading. To achieve this goal USAID is proposing to support the printing and delivery of leveled reading books for early grade readers (1-4 grades) in a maximum of 11,000 schools in the PRIORITAS assisted districts.

III. Purpose

The purpose of this program is to print and deliver leveled reading books to non-project primary schools in 50 USAID PRIORITAS districts in seven provinces. The books will be distributed by USAID PRIORITAS to a maximum of 11,000 primary schools over less than a year with each school receiving an average between 600-1200 books depending on the size of the school. It is estimated that 10 percent (1,100 schools) of the total schools are large schools that will receive two sets of books while the remaining 90 percent (9,900 schools) are small schools that will receive one set of books. Each set consists of more than 70 titles of reading books, "big books," teacher guide books, and student work books. Thus, a total of approximately 7 million books for grades 1-4 students will be printed and distributed. The distribution of the reading books will be followed by training sessions conducted by USAID/PRIORITAS for teachers and principals to make optimum use of the books. The training period is expected to last 12-15 months. The books are expected to benefit approximately 130 students of grades 1-4 per year, per school. The

number of direct beneficiaries is expected to be 1.4 million students. Assuming a book life expectancy of five years, the total number of student beneficiaries will be 3.7 million.

In order to achieve the results, the Contractor must propose a plan to provide services to print, package and transport leveled reading book to warehouses in five (5) locations: Jakarta, Medan (North Sumatra), Semarang (Central Java), Surabaya (East Java) and Makassar (South Sulawesi).

USAID/Indonesia through Yayasan Literasi Anak Indonesia (YLAI) will provide the Contractor with the soft copy of the completed title of each of the leveled reading books after the award of the contract.

IV. Deliverables and Workplan

The Contractor must work in close collaboration with the USAID/Indonesia Education Office (EDU) and report directly to the designated Contracting Office Representative (COR) for the award.

The Contractor must provide the following to the USAID/Indonesia Education Office:

- a. Printing samples of furnished titles. The Contractor must submit printing samples of the furnished titles set to type with all specified illustrations to USAID/Indonesia not more than ten (10) working days following the date of the handover of the pdf title to the Contractor. USAID/Indonesia will review and provide feedback to identify deviations within ten (10) working days indicating corrections/deletions or print order as necessary. Instances of deviation may be counted when one of the following occurrence are noted: color inconsistency, dropping out of text or art work/illustrations, incorrect use of typefaces/fonts and incorrect ordering of pages or any other deviations from the furnished title that may be considered as having a substantial impact on the quality of the final printed books. Where less than fifty (50) instances of deviations are noted in the feedback to the Contractor, the Contractor must immediately rectify and re-submit the titles to USAID/Indonesia within two (2) working days for review prior to the issue of a print order.

The Contractor must not alter, modify, revise or cause in the processes of printing, the alteration, modification or revision of any part or parts thereof of the soft copy document furnished for purposes of the contract. Should it be necessary in the processes of printing, for any part or parts thereof of the furnished title to be altered, modified or revised in any way, the Contractor must provide a written request to USAID/Indonesia. The Contractor may only affect alterations, modifications or revisions to any of the furnished title upon receipt of written instructions from USAID/Indonesia. Titles of selected books can be found in Annex 1.

The Contractor must commence printing of the leveled reading books only upon receipt of the print order in writing from COR. The Contractor must print the leveled reading books strictly in accordance with the plotters as approved by COR and must further follow any instructions provided in the print order. USAID/Indonesia through COR may

reject the completed printing materials, if upon inspection after final delivery more than ten (10) deviations (including any instructions for corrections/deletions) from the approved plotter are noted.

- b. Packaging Plan. The Contractor must submit a plan for the packaging of the leveled reading books for final distribution to designated warehouses to USAID/Indonesia for approval within fifteen (15) working days of the award of the contract.
- c. Delivery Notification. The books will be delivered to warehouses located in five (5) locations: Jakarta, Medan, Semarang, Surabaya and Makassar. Each location will receive as follows:
 - Jakarta: 4,700 kits;
 - Medan: 2,400 kits;
 - Semarang: 1,600 kits;
 - Surabaya: 2,100 kits; and
 - Makassar: 1,300 kits.

Prior to the delivery of the leveled reading books to the warehouses, the Contractor must notify and mail the following documents to USAID/Indonesia:

- i. Copies of the Contractor’s invoice showing product description, quantity, unit price and total amount;
- ii. Delivery note/transport receipt indicating number of packages of printed books; and
- iii. Three (3) copies of the packing list identifying contents of each packaged.

The Contractor must ensure that USAID receives the delivery documents at least five (5) working days before delivery of the printed books at the warehouses.

- d. Submission of pdf files, lithographic films, digital film and plates. All electronic film and files (including the USAID logo in Bahasa Indonesia) found at <http://www.usaid.gov/branding> for this contract shall be used solely for purposes pursuant to the contract. All materials provided to the contractor, and any additional materials produced using proprietary information during the printing process, must be returned to USAID/Indonesia within thirty (30) days following the delivery and acceptance of the printed leveled reading books.

The following work plan time frame for the printing, packaging, and delivery of leveled reading books is presented for illustrative purposes only, as it is recognized that the Contractor will develop the actual time frame in consultation with USAID/Indonesia as part of the implementation. It is estimated that the printing and delivery of leveled reading books will require approximately six (6) months but no longer than eight (8) months.

Time Frame	Activity
Month 1-2	Produce sample book for each title for USAID/Indonesia’s review and approval and submit the work plan

Month 3-4	Print books and put books in the form of a kit inside a waterproof box. Each kit consists of eight (8) copies of 75 titles of reading books, three (3) teacher guide books, six (6) student work books, and one set of big books (6 titles). Then put the kit(s) in package/parcels/carton with appropriate labels
Month 5-6	Deliver the books in the form of kits to warehouses in five delivery points: Jakarta (4,700 kits), Medan (2,400 kits), Semarang (1,600 kits), Surabaya (2,100 kits) and Makassar (1,300 kits).

Minimum Special Specifications:

The Contractor must print and produce the leveled reading books to the minimum physical specifications for each item as stated below:

a. Leveled Reading Books: (see Annex 1)

Job: 75 titles
 Number of pages: 18 to 22
 Size: 15 x 21 cm
 Paper: Art paper (4/4 150 grams)
 Binding: Finishing staples
 Cover: Glossy laminated (4/4 260 grams) with different identified colors designating the level of reading ability
 Quantity: Eight copies of 75 titles/school for 9,900 schools and 16 copies of 75 titles/school for 1,100 schools. The total number of Reading Books is approximately 7,260,000.

b. Teacher Guide Books:

Job: 3 titles
 Number of pages: 30 to 42
 Size: 21 x 30 cm
 Paper: Art Paper (4/4 80 grams)
 Binding: Binding coil/spiral
 Cover: Glossy laminated (260 grams)
 Quantity: One set of 3 guide books for 9,900 schools and two (2) sets of 3 guide books for 1,100 schools. The total number of a Teacher Guide is approximately 36,300 books.

c. Student Work Books:

Job: 6 titles
 Number of pages: 33 to 81
 Size: 21 x 30 cm
 Paper: Art Paper (4/4 80 grams)
 Binding: Binding coil/spiral
 Cover: Glossy laminated (260 grams)

Quantity: One set of 6 titles for 9,900 schools and two sets of 6 titles for 1,100 schools. The total number of Student Work Books is approximately 72,600.

d. Big Books:

Job: 6 titles
Number of Pages: 18 to 20
Size: 30 x 42 cm
Paper: Art paper (4/4 260 grams)
Binding: Binding coil/spiral
Cover: Glossy laminated (4/4 310 grams)
Quantity: One set of 6 titles for 9,900 schools and two sets of 6 titles for 1,100 schools. The total number of Big Books is approximately 72,600.

The Contractor must ensure that each version of book is separated and labeled clearly. All books must be strongly bound and finished to withstand handling and the environmental conditions present in remote rural conditions. The text paper, cover and binding requirements specified for each item are the minimum requirements. USAID will reject printed books that fail to meet the minimum physical specifications for each item as stated above.

The ink to be used for printing must be of good quality “book black.” The face of the printed page must be sharp without any scum or tint.

The Contractor must use wire saddle stitching to ensure that the stitch is as close to the spine as possible so that text of pages is not concealed. At least two stitches must be applied equi-distant using rust-free wire.

The Contractor must use sound binding to ensure that text of pages is not concealed.

Paper: The Contractor must comply with the U.S. Resource Conservation and Recovery Act and procure/supply products containing recycled content as designated by the USEPA (United States Environmental Protection Agency) in the Comprehensive Procurement Guidelines (CPG). For book publishing, the minimum requirements are 30% for both post consumers recovered fiber and for total recovered fiber. The Contractor must further obtain Forest Stewardship Council (FSC) or compatible certification for the paper used in reading books printed and delivered under this project.

Packing: The Contractor must pack the printed books in sealed cartons to prevent damage or deterioration during transit to their final destination. The books must be delivered as a kit inside a waterproof box. Each kit consists of eight (8) copies of 75 titles of reading books, three (3) teacher guide books, six (6) student work books, and one set of big books (6 titles). Small size schools (approximately 9,900) will receive one (1) kit while large schools (approximately 1,100) will receive two (2) kits. The packing must be sufficient to withstand rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.

Packing size: Packing case sizes and weights must take into consideration the remoteness of the final destination of the printed books and the absence of heavy handling facilities at all points in transit. Thus, all packages/parcels/cartons must be small enough to be carried by hand. Individual cartons of the printed products must not exceed 30 kilograms in weight.

The printed books must be wrapped in waterproof materials such as plastic box/container. Each container or kit must contain one set of book consists of eight (8) copies of 75 reading books, three (3) of teacher guides, six (6) student work books, 6 big books, to ease the distribution of the books to each school. Therefore, each container or kit must have 615 books.

Labeling: The Contractor must pack the printed books clearly labeled with the address of each warehouse. The packaging/distribution schedule will be provided by USAID upon award and will indicate for each warehouse the quantity of container and each type of book (leveled reading books, student work books, and big books). The Contractor must affix a white sticker label complete with the printed name of books intended for each warehouse. The sticker label must be affixed to the inside cover of all printed books.

The sealed cardboard cartons containing the printed books must be labeled clearly on the outside with strong adhesive attached to each package, with the following information:

- USAID logo in Bahasa Indonesia
- Clear name and address of USAID/PRIORITAS warehouse(s) in each location
- Title of printed product
- The quantity of kit
- The item number

An envelope containing the above information must also be placed in each carton. Each carton must be clearly labeled with the number of cartons in each consignment. For example, if there are four cartons in a consignment for a warehouse, each carton must be labeled 1/4, 2/4, 3/4, 4/4 (or a similar labeling scheme).

[END OF SECTION C]

SECTION D – PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

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

D.2 BRANDING POLICY AND STRATEGY

Branding Strategy Implementation and Marking under this contract shall 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 deliver the message that the books provided are from the American people, with the close collaboration and support of the Government of Indonesia.

Activity Name: The name of the activity shall be “Printing and Distribution of Leveled Reading Books.” In every public event or document and in discussions with the Government of Indonesia and other counterparts, the Contractor shall identify the activity as it is on each reference.

Positioning: Publicity materials and communications shall 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 shall be acknowledged publicly in connection with this.

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

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

[END OF SECTION D]

SECTION E – INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
52.246-2	INSPECTION OF SUPPLIES– FIXED PRICE	AUG 1996

E.2 INSPECTION AND ACCEPTANCE

The “sample” book for each title and a work plan (including detailed steps) will be subject to approval and acceptance by the COR located at USAID/Indonesia Education Office.

USAID/Indonesia reserves the right, at any time during the performance of the contract, to inspect and/or test the printing processes of the printed materials/books to ensure conformance to the terms of the contract. The Contractor must provide all facilities and assistance, including access to any printing/production drawings and production data, at no additional cost to USAID/Indonesia.

The physical specifications of the printing processes and/or the printed materials/books will be inspected and/or tested to confirm that printing is in conformance to the minimum physical specifications as per the approved “sample” books.

USAID/Indonesia will also inspect and/or test that the printing and/or the printed text of the materials/books conforms to the approved “sample” books. The inspection and/or testing of texts will be performed to ensure, in particular, that there are no missing sections, pages are not turned upside down, pages are correctly numbered, consistency in the insertion of texts of the required language version is maintained, the maintenance of color consistency and the elimination of any discrepancy found by USAID.

USAID/Indonesia will conduct or cause to be conducted a final inspection of the delivered printed materials/books at the delivery warehouse. The Contractor must ensure the presence of a representative during the final inspection at the delivery warehouse to cross-check the quantities of materials/books delivered and the testing of the delivered materials/books against the minimum physical specifications.

A random sampling of at least 25% of the agreed quantities of the printed materials/books will be inspected and/or tested during the final inspection. Where more than 80% of the sampled

materials do not conform to the minimum physical specifications, USAID/Indonesia will conduct a 100% sample inspection of all the printed materials/books.

USAID/Indonesia may reject any of the inspected and/or tested printed materials/books that fail to conform to either the minimum physical specifications or the printers' plotter. The Contractor must either replace the rejected materials or make the alterations necessary to meet the minimum physical specifications and plotter requirements at no additional cost to USAID/Indonesia.

[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.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER Alternate I (APR 1984)	AUG 1989

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract will be eight months after the award. The Contractor must ensure that the leveled reading books, big books, teacher's guide, and student work books are printed, packaged, labeled and branded, and delivered to warehouses located in Jakarta, Medan, Semarang, Surabaya and Makassar. The Contractor will, within 30 working days of the commencement of the contract, be notified by USAID/Indonesia of the location and details of warehouse where printed materials shall be delivered and stored.

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 REPORTS, GEOGRAPHIC DATA AND DELIVERABLES

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

The Contractor shall submit the following deliverables or outputs to the Contracting Officer's Representative (COR) or delivery point designated by the COR. All deliverables or outputs are subject to approval by the COR.

Final Report: The Final Report on the printing and distribution of books should capture the printing and distribution of project books in various locations stated in the SOW.

Due date: The Contractor must provide a draft final report to the USAID/Indonesia COR for review within 15 days prior to the contract completion date.

[END OF SECTION F]

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

US Mailing Address

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

Jakarta Address

Office of Acquisition and Assistance
USAID/Indonesia
U.S. Embassy Annex
Gedung Sarana Jaya, 15th Floor
Jalan Budi Kemuliaan I/1
Jakarta 10110, Indonesia

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 **Education Office** at the following address:

Education Office
USAID/Indonesia
American Embassy Annex
Sarana Jaya Building
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 Contracting Officer Representative (COR) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for

Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

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

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

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

(2) The SF-1034 should be supported with the attached spreadsheet indicating Contractor’s expenditures broken down by countries and budget categories in accordance with the Section B.4. Price Schedule. The report should be supported with the detailed cost breakdown of program expenses, including seminars, grants, roundtables, etc.

(3) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

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

BY: _____

TITLE: _____

DATE: _____

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy

of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

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

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

G.5 ACCOUNTING AND APPROPRIATION DATA

(To be completed at the time of award)

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 AUTHORIZED GEOGRAPHIC CODE

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

Authorized Geographic Code 937 includes the United States, the recipient country, and developing countries other than advanced developing countries, but excluding any country that is a prohibited source. USAID maintains a list of developing countries, advanced developing countries, and prohibited sources in ADS Chapter 310.

H.2 INTELLECTUAL PROPERTY RIGHTS

The Contractor does not own the intellectual property rights of the printed materials/books. Submission of pdf files, lithographic film and files (including USAID emblem) furnished by USAID/Indonesia and YLAI for this contract shall be used solely for purposes pursuant to the contract. All materials provided to the contractor, and any additional materials produced using proprietary information during the printing process, must be returned to USAID/Indonesia and YLAI within thirty (30) days following the delivery and acceptance of the printed leveled reading books.

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 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/subawards issued under this contract.

H.6 AIDAR 752.225-70 SOURCE, ORIGIN 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 requirement at 22 CFR Part 228 “Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds.” The authorized source for procurement is Geographic Code 000 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

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

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

(c) Restricted goods. The Contractor 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.7 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.

[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 address(es): <http://arnet.gov/far> (FAR); <http://www.usaid.gov/pubs/ads/ads/300/aidar.pdf> (AIDAR); a Word version of the AIDAR is also available at <http://www.usaid.gov/pubs/ads/300>).

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.203-14	DISPLAY OF HOTLINE POSTER(S)	DEC 2007
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHT AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHT	SEP 2013
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS)	JUL 2013
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.209-5	CERTIFICATE 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
20.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.209-9	UPDATES ON PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS, ALTERNATE I	JUL 2013
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
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 CERTIFIED COST OR PRICING DATA	AUG 2011
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR	

	PRICING DATA – MODIFICATIONS	AUG 2011
52.215-12	SUBCONTRACTOR CERTIFIED COST AND PRICING DATA	OCT 2010
52.215-13	SUBCONTRACTOR CERTIFIED COST AND PRICING DATA- -MODIFICATION	OCT 2010
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES— IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES ALTERNATE I	OCT 2009
52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR 1984
52.216-25	CONTRACT DEFINITIZATION	OCT 2010
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL 2013
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	JAN 2013
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES	MAR 2012
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-18	PLACE OF MANUFACTURE	SEP 2006
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012
52.227-14	RIGHTS IN DATA—GENERAL	DEC 2007
52.228-3	WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS	FEB 2013
52.232-1	PAYMENTS	APR 1984
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-16	PROGRESS PAYMENTS	APR 2012
52.232-17	INTEREST	OCT 2010
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JAN 2013
52.232-99	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION)	AUG 2012
52.233-1	DISPUTES	JUL 2002
52.233-2	SERVICE OF PROTEST	SEP 2006
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP WORK ORDER	AUG 1989
52.234-1	CHANGES-FIXED PRICE	AUG 1987
52.243-7	NOTIFICATION OF CHANGES	APR 1984
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996

52.246-15	CERTIFICATE OF CONFORMANCE	APR 1984
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.247-8	ESTIMATED WEIGHTS OR QUANTITIES NOT GUARANTEED	APR 1984
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS ALTERNATE I	FEB 2006
52.249-2	TERMINATION FOR CONVINIENCE OF THE GOVERNMENT (FIXED PRICE)	APR 2012
52.252-2	CLAUSES INCORPORATED BY REFERENCE	FEB 1998
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

NUMBER TITLE DATE
AIDAR 48 CFR Chapter 7

752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-70	SOURCE, ORIGIN, AND NATIONALITY REQUIREMENTS	FEB 2012
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7003	DOCUMENTATION FOR PAYMENT	NOV 1998
752.7006	NOTICES	APR 1984
752.7025	APPROVALS	APR 1984
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991

I.2 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.3 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 - LIST OF ATTACHMENTS

ATTACHMENT	TITLE
Annex 1	List of Books
Annex 2	Budget table for cost proposal (This Annexure is available as an MS Excel Worksheet, which can also be downloaded from this section)

[END OF SECTION J]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

**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)	
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEPT 2007
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003

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 (JULY 2013)

(a) *Definition.* “Data Universal Numbering System (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 (FEB 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. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (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 Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
- (xvii) [52.225-4](#), Buy American Act—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](#).
- i. If the acquisition value is less than \$25,000, the basic provision applies.
 - ii. If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - iii. If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
 - iv. 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—
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
 - (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns
- (2) The following certifications are applicable as indicated by the Contracting Officer: [*Contracting Officer check as appropriate.*]
- ___ (i) [52.219-22](#), Small Disadvantaged Business Status.
 - ___ (A) Basic.
 - ___ (B) Alternate I.

 - ___ (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 Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

 - ___ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act 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.
- (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, 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.

(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.

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 OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. 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 NUMBER	JUL 2013
52.204-7	SYSTEM FOR AWARD MANAGEMENT ALTERNATE I	JUL 2013 JUL 2013
52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN 2014
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999

L.2 FAR 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004) ALT I (OCT 1997)

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

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

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

(1) 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.

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

- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 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.
- (3) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.
- (4) Offerors 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.
- (5) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (6) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (7) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) **Restriction on disclosure and use of data.** Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—
- (1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a

contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; *and*

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

(e) Contract Award

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) is most advantageous in accordance with Section M, evaluation criteria.

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

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

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical 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 Offerors 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 Offerors, the Government shall disclose the following information, if applicable:

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

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

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

(iv) A summary of the rationale for award.

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

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

L.3 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

L.4 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price (FFP) contract resulting from this solicitation.

L.5 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

L.5.1 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 the Contracting Officer at:

Hand-Carried Address:

Office of Acquisition & Assistance
USAID/Indonesia
U.S. Embassy Annex
Gedung Sarana Jaya, 15th Floor
Jl. Budi Kemuliaan I/1
Jakarta 10110, Indonesia

US Mailing Address:

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

L.5.2 The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 QUESTIONS AND CLARIFICATIONS

Any questions concerning this RFP must be submitted to USAID/Indonesia Office of Acquisition Assistance, via e-mail to proposals-indo@usaid.gov **no later than the local Jakarta date and time indicated at the top of the cover letter to this RFP. 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 a prospective Offeror concerning this RFP will be furnished promptly to all other prospective Offerors as an amendment of this RFP, if that information is necessary in submitting proposals or if lack of it would be prejudicial to any other prospective Offerors.

L.7 GENERAL INSTRUCTIONS TO OFFERORS

L.7.1 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 should 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.7.2 DELIVERY INSTRUCTIONS

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

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

and

- (2) **Hard Copies** – submit one (1) original and four (4) copies of the Technical Proposal and one (1) original and two (2) copies of the cost proposal to:

- (i) via **US Mail**

U.S. Agency for International Development
Office of Acquisition and Assistance,
US Embassy Annex
Unit 8135 USAID
FPO AP 96520-8135

Attn: Mr. Nadeem Yusuf, Contracts Specialist

- (ii) via **Hand delivery/Courier Service**

U.S. Agency for International Development
Office of Acquisition and Assistance
U.S. Embassy Annex
Gedung Sarana Jaya, 15th Floor
Jl. Budi Kemuliaan I/1, Jakarta 10110

Attn: Mr. Nadeem Yusuf, Contracts Specialist

Both the electronic copies and hard copies must be received by the proposal submission date provided on the cover letter. 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).

FACSIMILE SUBMISSION IS NOT AUTHORIZED NOR WILL BE ACCEPTED.

L.7.3 PROPOSAL FORMAT AND PRESENTATION

Proposals must be submitted in two separate parts: (a) Technical Proposal and (b) Cost Proposal. Technical Proposals 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 proposals should be sequentially numbered, and each section must be separated by a tab.

All copies of the technical and cost proposals, 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-497-15-000012, 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 proposals and technical/financial clarifications.

L.7.4 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.7.5 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.7.6 OFFEROR'S RESPONSIBILITIES

Offerors are expected to review, understand, and comply with all aspects of the RFP. Failure to do so will be at the Offeror's risk. Any prospective Offeror desiring an explanation or interpretation of this RFP must request it in writing soon enough to allow a reply to reach all prospective Offerors before submission of their proposal. For this purpose, written inquiries may be submitted via e-mail to the Contracting Officer at proposals-indo@usaid.gov, identifying this RFP by Number. Any inquiries, however, must be submitted no later than the designated date and time as specified in the Cover Letter and in Section L.6 of this RFP.

Offerors should include on the cover page of both the technical and the cost proposals (1) the printed or typed name and title of the authorized representative; (2) information regarding the person to be contacted both during the period of evaluation of proposals and for negotiations leading to award. This information is to include name, title, address, phone number, internet e-mail, facsimile number and DUNS number.

Offerors are to ensure that the authorized representative signs the proposal and to print or type his/her name and title on the Cover Page of the technical and cost proposal. Erasures or other changes must also be initialed by the person signing 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. Similarly, the cost volume of the Offeror's proposal must identify the individual(s) having authority to bind the Offeror.

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.7.7 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.8 UNNECESSARILY ELABORATE PROPOSALS

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.9 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

L.9.1 The Technical Proposal in response to this solicitation must 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. It must clearly demonstrate how the proposed approach will meet the goals and objectives of the program, and fulfill the Contractor's project implementation responsibilities. The Technical Proposal must be organized by the technical evaluation criteria listed in Section M.

L.9.2 Length. The Technical Proposal is limited to **20 pages** and must be written in English. Offerors must use only 8 1/2" x 11" or A4 paper, single spaced, 12 pt. font Times New Roman or similar font with margins no less than one inch on each border. Number each page consecutively. **Those pages that exceed the page limitation will not be evaluated.**

Offeror must submit a sample for two reading books titled "Di Hutan" and "Laksmi dan Sepeda Barunya", one teacher guide, and one big book titled "Banjir". These books are not included in the page limitation.

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

Not included in this page limitation are the following:

- Cover/Title Page;
- Table of Contents;
- Dividers;
- Table summarizing qualifications of proposed personnel
- Appendix attachments which contain biographical information (i.e., resumes/CVs and other documentation provided by the Offeror) for proposed candidates;
- A Summary M&E Plan, including Theories of Change;
- Branding Implementation 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 must be summarized in the Technical Proposal.

L.9.3 Offerors must organize the Technical Proposal to follow the information set forth below.

(a) Quality of Printing

The technical offer will be evaluated and scored based on the submission of sample books. Offerors must submit the following for the evaluation:

Offeror must submit a sample for two reading books titled "Di Hutan" and "Laksmi dan Sepeda Barunya", one teacher guide, and one big book titled "Banjir". The samples are available at the following link:

<http://tinyurl.com/samplebooks>

The sample for each material must provide a physical representation of the completed printed material and must meet all the minimum physical specifications as specified in the Statement of Work.

(b) Institutional Capacity

The Government will assess the extent and depth of the Offeror's and any major sub-contractor's (defined as more than twenty (20) percent of the Offeror's total proposed cost excluding YLAI's cost) experience on similar type work. The Offeror must describe up to three (3) of the most recent (i.e., completed no more than five (3) years ago) and relevant contracts for efforts similar to this effort for itself and each major subcontractor. The most relevant indicators of capacity are contracts of similar size, type of work, scope of work and complexity/diversity of tasks. Offerors should provide for each of the contracts a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, and a description of the work.

Offeror must provide the following information for each of the contracts.

- 1) Contact names
- 2) Job titles
- 3) Mailing addresses
- 4) Phone numbers,
- 5) E-mail addresses, and a brief description of the performance in these contracts, particularly as it relates to the offeror's overall abilities.

(c) Past Performance

- (a) The offeror (including all partners of a joint venture) must provide performance information for itself and each major subcontractor (one whose proposed cost exceeds 50% of the offeror's total proposed cost) 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:
 - Scope of work or complexity/diversity of tasks,
 - Primary location(s) of work,
 - Term of performance,
 - Skills/expertise required,
 - Dollar value, and
 - 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 V 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 offerors who are not small business concerns must do the following:
 - (A) Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar SB incentive programs set out in your contract(s) and explain any mitigating circumstances if goals were not achieved.
 - (B) To supplement the narrative summary in (A), provide a list of the recent contracts for which you submitted subcontract reports to eSRS (FAR 52.219-9(d)(10)) and a copy of any similarly recent subcontracting reports if they were not submitted to eSRS.
 - (C) Provide the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her title, phone number, and e-mail address for each.

L.10 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

Offeror must submit a cost proposal giving unit price and total price of each item using the table attached as Annex 2 (MS Excel Worksheet) with this announcement. Each respective written response shall be bound and clearly labeled with a cover page signifying offer's company name and the content. Additionally, each response shall clearly reference on the cover page, this Solicitation No. SOL-497-15-000012.

As mentioned in the solicitation most of the books are property of Yayasan Literasi Anak Indonesia (YLAI) thus YLAI owns the intellectual property rights. In order to print these books the offeror has to pay to YLAI copyright of each book. The copyright amount per unit for each book, where applicable, is provided in the budget table which is attached as Annexure 2. Printers should put their printing cost per unit in the highlighted column.

L.11 BRANDING STRATEGY

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

While not allocated points during pre-award evaluation, an acceptable Branding Implementation Plan and Marking Plan must be provided in order to make any award. Failure to submit an acceptable plan may cause the Government to award to the next successful Offeror. Preparation of an Offeror's Branding and Marking Plan should 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 L]

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 OVERVIEW

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

(b) The Government intends to evaluate Offerors' proposal in accordance with Section M of this RFP and make a contract award to the responsible Offeror whose proposal represents the best value to the U.S. Government. 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 (TEC) 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 weight. Offerors are reminded that the Government is not obliged 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 that might best perform the work, cost factors and, USAID's budget must also be considered. 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/TRADEOFF 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 International Development Acquisition Regulation (AIDAR). In accordance with FAR 52.215-1, 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, technical and cost factors considered. The formula set forth herein will be used by the Contracting Officer as a guide in determining which proposals will be most advantageous to the Government.

M.3 TECHNICAL EVALUATION CRITERIA

Order of Importance: The following are the Technical Application evaluation criteria against which proposals will be evaluated. “Quality of Printing” constitutes the significant majority ranking for proposals. This alone is more heavily weighted than either “Institutional Capacity, or “Past Performance.” “Past Performance” is equal in importance to “Institutional Capacity”.

a. Quality of Printing

The sample shall be scored as follows:

- (i) Extent: Sample shall be scored on the basis of the minimum specification stated for the extent of each title;
- (ii) Size: conformance with the size specifications states for each title;
- (iii) Paper Quality: conformance with the quality of paper as specified for each title;
- (iv) Cover: conformance with the cover specifications stated for each title;
- (v) Binding: conformance with the binding specifications stated for each title;
- (vi) Marking/Labeling: conformance with the marking and labeling requirements as specified; and
- (vii) General Craftsmanship: overall quality of production, including being clean and free of dirt, hand markings, and smudges.

b. Institutional Capacity

The offeror must demonstrate its ability and methodology to be used to print, ship, and deliver the requested printing services on time. The proposal must clearly indicate that the offeror has performed adequate planning with time line including subcontracting to accomplish the required printing services defined in Section C. The extend and depth of the Offeror’s and each major subcontractor’s experience in managing and implementing recent activities of relevant size, scope and complexity to the effort proposed in the Technical Proposal. The list of references provided and the relevant information from references will be evaluated as part of this criterion

c. Past Performance

- (a) Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided in Section IV of this RFP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror’s performance.
- (b) 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.

- (c) USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current.
- (d) The contractor performance information determined to be relevant will be evaluated in accordance with the elements below:
 - (1) Quality of product or service, including consistency in meeting goals and targets.
 - (2) Cost control, including forecasting costs as well as accuracy in financial reporting.
 - (3) Schedule, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance).
 - (4) Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements.
 - (5) Management of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified.
 - (6) 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.Total Weight for Performance Evaluation.
- (e) An offeror's performance will not be evaluated favorably or unfavorably when:
 - (1) The offeror lacks relevant performance history,
 - (2) Information on performance is not available, or
 - (3) The offeror is a member of a class of offerors where there is provision not to rate the class against a sub factor.

When this occurs, an offeror lacking relevant performance history is assigned a "neutral" rating. For example, a small business prime offeror will not be evaluated on its performance in using small business concerns. If this sub factor is worth a possible 10 points out of a total possible point value of 100 for the technical proposal, then the small business prime offeror's technical proposal will have a maximum of 90 possible points. If it was assigned a total score of 80 points out of the 90 maximum possible points, its total technical score for evaluation against

the other offerors would be 88.89 (i.e., 80/90). USAID understands that there may be minor arithmetic differences in percentage terms as a result; however, it considers these differences to be minor and that they will not impact any best-value decision made under this solicitation.

An exception to this “neutral” rating provision is when a non-small businesses prime has no history of subcontracting with small business concerns.

Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an offeror's performance.”

M.4 EVALUATION METHODOLOGY

Each factor will be given adjectival ratings. The adjectival ratings and their definitions are provided below:

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

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

Unacceptable	<p>An Unacceptable proposal has the following characteristics:</p> <ul style="list-style-type: none"> • The proposal is largely unresponsive or does not meet the RFP requirements or requires a major rewrite of the proposal. • Presents an unacceptable degree of risk of unsuccessful contract performance. • Deficiencies and significant weaknesses demonstrate a lack of understanding of the Government's needs. • Weaknesses or deficiencies significantly outweigh any strength that exists. 	<p>The Offeror's performance of previously awarded relevant contracts did not meet most contractual requirements and recovery, if any, did not occur within the stated period of performance. The contractor's performance reflected serious problems for which the Offeror either failed to identify or implement corrective actions were mostly ineffective. Performance of completed contracts was consistently of poor quality or a trend toward becoming so. The Offeror's past performance record leads to a strong expectation that successful performance would not be achieved or that it can occur only with greatly increased levels of government management and oversight.</p>
Neutral	Not Applicable	<p>The Offeror lacks a record of relevant or available past performance history. Based on this, there is no expectation of either successful or unsuccessful performance.</p>

M.5 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 contractor 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 subfactors as set forth in this solicitation.

M.6 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

M.7 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

ATTACHMENTS

ANNEX 1: BOOK TITLES

Yayasan Literasi Anak Indonesia (YLAI) has been developing leveled reading books to promote reading culture for students at early grades. The books designate stages in the growth of a student's reading ability. The following table lists the levels (color coded) and associated titles of the readers to be printed.

No	Level	# of Title	Name of Title	# of Page
1	Pre Conventional A	1	Di Hutan	18
		2	Di Kandang	18
		3	Di Meja	18
		4	Serangga	18
2	Pre Conventional B	5	NaikApa?	18
		6	PestaUlangTahun	18
		7	Sayuran	18
		8	WarnaPelangi	18
3	Pre Conventional C	9	Anjingku	18
		10	Ada Apa di Pantai	18
		11	Bonekaku	18
		12	SekeranjangBuah	18
4	Pre Conventional 1	13	Di Desa	18
		14	Di Sungai	18
		15	Mobil Mainanku	18
		16	PergikeToko	18
5	Pre Conventional 2	17	Berapa?	18
		18	Bermain	18
		19	KeluargaSaya	18
		20	PergikeSekolah	18
		21	SayaMembaca (Penilaian)	18
6	Emerging 3	22	ApaltuMalamHari?	18
		23	Di KebunBinatang	18
		24	MerapikanKamar	18
		25	Parade Binatang	18
7	Emerging 4	26	Kehidupan di Kolam	18
		27	NaikApa?	18
		28	TasPlastik	18
		29	Tersesat	18
		30	SaatSayaSakit (Penilaian)	18
8	Developing 5	31	Berhitung Durian	18
		32	Berpakaian	18
		33	Kamarku	18
		34	MembukadanMenutup	18

9	Developing 6	35	Di Atas	18
		36	Di Bawah	18
		37	Di Dalam	18
		38	Keluar	18
		39	Sibuk di Sekolah (Penilaian)	18
10	Beginning 7	40	ApaLagi Yang KamuMakan?	18
		41	DimanaTelurmu?	18
		42	KamuMakanApa?	18
		43	KenapaKamuSembunyi?	18
11	Beginning 8	44	BerapaKakimu?	18
		45	Bola	18
		46	MikoBermain	18
		47	SemingguBersamaKakek	18
		48	Ayah Bangun (Penilaian)	18
12	Expanding 9	49	Banjir	18
		50	Bermain Bola	18
		51	PergikeHutan	18
		52	Putri	18
13	Expanding 10	53	KeRumahKakek	18
		54	PestalkanBakar	18
		55	Si Belang	18
		56	Piknik	18
		57	Pancalndera (Penilaian)	18
14	Expanding 11	58	Bersepeda	22
		59	SerunyaMendengarkanCerita	22
		60	KeDokter Gigi	22
		61	BobioMpong	22
15	Expanding 12	62	SuaraAneh di tendaku	22
		63	HujanLagiHujanLagi	22
		64	JadilahTemanku	22
		65	Tetanggabaru	22
		66	SampaiJumpaSahabatku	22
16	Bridging 13	67	Layang-layangTerbanglahTinggi	22
		68	Snorkeling	22
		69	LaksmidanSepedaBarunya	22
		70	Hadiah Terindah dari Kakek	22
17	Bridging 14	71	Guru Baru di kelasMaduri	22
		72	Maduri Si AnakNelayan	22
		73	Maduri di Pasarlkan	22
		74	KakekMelautLagi	22
		75	Rumah Pohon	22