



USAID | COLOMBIA

FROM THE AMERICAN PEOPLE

Issuance Date: **December 19, 2014**
Questions Due: **January 16, 2015/ 3:00P.M. (Local Colombian Time)**
Closing Date & Time: **February 6, 2015/ 3:00 P.M. (Local Colombian Time)**

Subject: **Request for Proposal (RFP) No. SOL-514-15-000001
(ARTISANAL GOLD MINING - ENVIRONMENTAL IMPACT REDUCTION PROGRAM)**

The United States Government, as represented by the United States Agency for International Development (USAID) Mission to Colombia, is issuing a Request for Proposals (RFP) for a five-year activity to support the Government of Colombia (GOC) in reducing the environmental impacts of small scale gold mining, with special emphasis on eliminating the use of mercury, and recuperating degraded areas left by gold mining.

Subject to the availability of funds, USAID intends to provide approximately US \$20,000,000 in total USAID funding to be allocated over a period of five (5) years. USAID reserves the right to fund one or more proposals.

If your organization decides to submit a proposal in response to this request, it must be submitted in accordance with Section L of this RFP. Sections B through I of the RFP will become a substantive part of the anticipated Contract with blanks to be completed by the Contracting Officer (CO) upon award. The Technical Proposal has a strict forty (40) page limit. Offerors are advised that any pages exceeding this limit will not be evaluated.

Any questions regarding this RFP are to be submitted in writing to: USAID Colombia/OAA at bogotausaidofficeaa@usaid.gov, with copies to the attention of Mr. Miguel Atuesta, Acquisition Specialist at matuesta@usaid.gov, by the date and time specified above.

If substantive questions are received, which affect the response to this RFP, or if changes are made to the closing date and time, as well as any other aspects, this request will be amended.

Only electronic proposals will be accepted in response to this RFP, directed to: USAID Colombia/OAA at bogotausaidofficeaa@usaid.gov, with a copy to Mr. Miguel Atuesta, Acquisition Specialist at matuesta@usaid.gov. For detailed submittal instructions, please refer to Section L. No other forms of submission will be accepted.

This request in no way obligates the U.S. Agency for International Development to award a Contract, nor does it commit USAID to pay any cost incurred in the preparation and submission of your proposal. Should you have any other questions, you may contact Mr. Eichenfield or Mr. Atuesta via e-mail.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "H. Eichenfield". The signature is fluid and cursive, with the first name "Harvey" and last name "Eichenfield" clearly distinguishable.

Harvey Eichenfield
Supervisory Contracting Officer
Office of Acquisition & Assistance (OAA)
USAID/Colombia

| | | | | | |
|---|--|---|---|---|-------------------|
| SOLICITATION/CONTRACT BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27 | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | PAGE 1 OF 4 PAGES |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | 4. SOLICITATION NUMBER SOL-514-15-000001 | 5. SOLICITATION TYPE <input type="checkbox"/> SEALED BIDS (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | |
| 7. ISSUED BY USAID Colombia 00001 Office of Acquisition & Assistance Unit 3030, Box 5101 DPO, AA 34004 | | CODE COLOMBIA | | 6. SOLICITATION ISSUE DATE 11/17/2014 | |
| | | 8. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) | | <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> EDWOSB NAICS: 541620 SIZE STANDARD: \$14.0 | |
| | | NO COLLECT CALLS | | | |

9. (AGENCY USE)

10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION)
 SUPPLIES SERVICES

11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE, THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.

12. ADMINISTERED BY _____ CODE _____

13. CONTRACTOR OFFEROR _____ CODE _____ FACILITY CODE _____

14. PAYMENT WILL BE MADE BY _____ CODE _____

TELEPHONE NO.
DUNS NO.
 CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

15. PROMPT PAYMENT DISCOUNT

16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C. 2304 41 U.S.C. 253
() ()

| 17. ITEM NO. | 18. SCHEDULE OF SUPPLIES/SERVICES | 19. QUANTITY | 20. UNIT | 21. UNIT PRICE | 22. AMOUNT |
|--------------|--|--------------|----------|----------------|------------|
| | ARTISANAL GOLD MINING - ENVIRONMENTAL IMPACT REDUCTION PROGRAM The United States Agency for International Development in Colombia (USAID/Colombia) is soliciting responses to a Request for Proposals to support the Government of Colombia (GOC) in reducing the environmental impacts of small scale Continued ... | | | | |

23. ACCOUNTING AND APPROPRIATION DATA

24. TOTAL AWARD AMOUNT (FOR GOVERNMENT USE ONLY)

25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

27. SIGNATURE OF OFFEROR/CONTACTOR

28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

| | | | |
|--|-------------|---|-------------|
| NAME AND TITLE OF SIGNER (TYPE OR PRINT) | DATE SIGNED | NAME OF CONTRACTING OFFICER Harvey Eichenfield | DATE SIGNED |
|--|-------------|---|-------------|

NO RESPONSE FOR REASONS CHECKED

| | | | |
|---|-----------------------------------|--|---|
| <input type="checkbox"/> | CANNOT COMPLY WITH SPECIFICATIONS | <input type="checkbox"/> | CANNOT MEET DELIVERY REQUIREMENT |
| <input type="checkbox"/> | UNABLE TO IDENTIFY THE ITEM(S) | <input type="checkbox"/> | DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED |
| <input type="checkbox"/> | OTHER (Specify) | | |
| <input type="checkbox"/> | WE DO | <input type="checkbox"/> | WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEMS INVOLVED |
| NAME AND ADDRESS OF FIRM (Include ZIP Code) | | SIGNATURE | |
| | | TYPE OR PRINT NAME AND TITLE OF SIGNER | |

FROM:

AFFIX
STAMP
HERE

TO:

COLOMBIA
 USAID Colombia
 00001
 Office of Acquisition & Assistance
 Unit 3030, Box 5101
 DPO, AA 34004

SOLICITATION NO. SOL-514-15-000001

DATE AND LOCAL TIME _____

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
SOL-514-15-000001

PAGE 3 OF 4

NAME OF OFFEROR OR CONTRACTOR

| (A) ITEM NO. | (B) SUPPLIES/SERVICES | (C) QUANTITY | (D) UNIT | (E) UNIT PRICE | (F) AMOUNT |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>gold mining, with special emphasis on eliminating the use of mercury, recuperating degraded areas left by illegal gold mining. The successful implementation of the program will result in improved legality of mining operations in the target geographies, miners with legal additional economic opportunities and degraded areas turned into productive uses, with focus on commercial forestry plantations.</p> <p>This five-year project is estimated at approximately \$20 million cost and includes an activity (sub-awards) fund of 65% of the total budget. The program shall build on the results and processes initiated under the mining component of the USAID/BIOREDD+ program. Strong participation of the private sector is expected, as well as involvement of the relevant counterparts in the GOC at local, regional and national levels. Artisanal and small-scale miners (ASM) in selected municipalities of Antioquia and Choco are the main target communities for this program.</p> <p>The Government contemplates award of a Cost Plus Fixed Fee (CPFF) completion contract resulting from this solicitation.</p> <p>OBJECTIVES, THEORY OF CHANGE</p> <p>The USAID/Mining project will pursue two objectives: (1) to build effective governance capacity for gold mining activities in target municipalities by strengthening public management functions and capacity building of local organizations with a stake in gold mining operations; and (2) to increase GOC capacity to address environmental degradation by illegal gold ASM operations, delivering improved water and air quality, and re incorporating degraded areas to productive uses with a value chain approach.</p> <p>USAID/Colombia's theory of change linking this project to these two objectives is that if regional and local authorities are more effective in enforcing mining-related legislation and the right instruments are set to support environmental recuperation of degraded areas with participation land owners, private sector and local communities, then regional and municipal</p> <p>Continued ...</p> | | | | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
SOL-514-15-000001

PAGE 4 OF 4

NAME OF OFFEROR OR CONTRACTOR

| (A) ITEM NO. | (B) SUPPLIES/SERVICES | (C) QUANTITY | (D) UNIT | (E) UNIT PRICE | (F) AMOUNT |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | <p>authorities will gain legitimacy and support, improving social, environmental and economic performance of ASM operations and advancing Colombia's peace-building goals.</p> <p>OBJECTIVE 1: Build effective governance capacity for gold mining activities in the departments of Antioquia and Choco.</p> <p>OBJECTIVE 2: Increased GOC capacity to address environmental degradation by illegal gold ASM operations.</p> <p>GEOGRAPHIC FOCUS</p> <p>The program is expected to perform its major number of activities in two departments: Antioquia and Choco, since they account for almost 75% of the gold produced in Colombia. At the discretion of USAID, the program could work in additional geographies like the Amazonas and Orinoquia regions.</p> | | | | |

TABLE OF CONTENTS

PAGE

| | |
|---|----|
| ACRONYMS | 5 |
| SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS | 6 |
| B.1 PURPOSE | 6 |
| B.2 CONTRACT TYPE | 6 |
| B.3 BUDGET AND CEILING PRICE..... | 6 |
| B.4 OBLIGATED AMOUNT | 7 |
| B.5 CANCELLATION CEILING..... | 7 |
| SECTION C – DESCRIPTION / SPECIFICATIONS/PERFORMANCE WORK STATEMENT | 8 |
| SECTION D – PACKAGING AND MARKING | 21 |
| D.1 AIDAR 752.7009 MARKING (JAN 1993) | 21 |
| D.2 BRANDING..... | 21 |
| SECTION E – INSPECTION AND ACCEPTANCE | 23 |
| E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE..... | 23 |
| E.2 INSPECTION AND ACCEPTANCE..... | 23 |
| E.3 MONITORING AND EVALUATION PLAN/PERFORMANCE STANDARDS | 23 |
| SECTION F – DELIVERIES OR PERFORMANCE | 24 |
| F.1 PERIOD OF PERFORMANCE..... | 24 |
| F.2 PLACE OF PERFORMANCE..... | 24 |
| F.3 REPORTS AND DELIVERABLES | 24 |
| F.4 AUTHORIZED WORK DAY/WEEK..... | 27 |
| SECTION G – CONTRACT ADMINISTRATION DATA..... | 30 |
| G.1 ADMINISTRATIVE CONTRACTING OFFICE | 30 |
| G.2 TECHNICAL OFFICE | 30 |
| G.5 ACCEPTANCE AND APPROVAL..... | 31 |
| G.6 PAYING OFFICE..... | 31 |
| G.7 ACCOUNTING AND APPROPRIATION DATA | 32 |
| SECTION H – SPECIAL CONTRACT REQUIREMENTS | 33 |
| SECTION I – CONTRACT CLAUSES..... | 39 |
| SECTION J – LIST OF DOCUMENT LINKS, EXHIBITS AND OTHER ATTACHEMENTS | 44 |
| SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS..... | 45 |
| SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS | 54 |
| L.1 GENERAL INSTRUCTIONS TO OFFERORS | 54 |
| L.2 PROPOSAL SUBMISSION | 54 |
| L.3 PROPOSAL FORMAT..... | 55 |
| L.4 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL..... | 57 |
| L.5 INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL | 60 |
| SECTION M – EVALUATION FACTORS FOR AWARD | 67 |

ACRONYMS

Civil Society Organizations (CSOs)

Government of Colombia (GOC)

Request for Proposal (RFP)

Contracting Officer (CO)

Colombian Peso (COP)

Country Development Cooperation Strategy (CDCS)

Performance Monitoring Plan (PMP)

Grants under Contract (GUC)

Performance Work Statement (PWS)

Cost plus Fixed Fee (CPFF)

Fedesarrollo: Fundación para la Educación Superior y el Desarrollo

Artisinal Mining (ASM)

Corantioquia: Corporación Autónoma Regional del Centro de Antioquia

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The United States Agency for International Development in Colombia (USAID/Colombia) is soliciting responses to a Request for Proposals to support the Government of Colombia (GOC) in reducing the environmental impacts of small scale gold mining, with special emphasis on eliminating the use of mercury, and recuperating degraded areas left by gold mining. The successful implementation of the program will result in improved, law-abiding mining operations in the target geographies.

This five-year project is estimated at approximately \$20 million and includes an activity (sub-awards) fund of \$10,500,000 of the total budget. The program will build on the results and processes initiated under the mining component of the USAID/BIOREDD+ program. Strong participation of the private sector is expected, as well as involvement of the relevant counterparts in the GOC at local, regional and national levels. Artisanal and Small-scale Miners (ASM) in selected municipalities of Antioquia and Choco are the main target communities for this program.

B.2 CONTRACT TYPE

This is a Cost plus Fixed Fee (CPFF) Completion Type Contract. For the consideration set forth in this contract, the Contractor will provide the deliverables or outputs described in Section C and comply with all contract requirements.

B.3 BUDGET AND CEILING PRICE

COST-PLUS-FIXED-FEE BUDGET

| | |
|--------------------------------------|----------------------|
| Total Direct Labor | |
| Salary and Wages | \$ _____ |
| Fringe Benefits | \$ _____ |
| Travel, Transportation, and Per Diem | \$ _____ |
| Allowances | \$ _____ |
| Training | \$ _____ |
| Equipment | \$ _____ |
| Subcontracts | \$ _____ |
| Activity Fund | \$ <u>10,500,000</u> |
| Security | \$ _____ |
| Other Direct Cost | \$ _____ |
| Indirect Costs (Overhead) | \$ _____ |
| G&A | \$ _____ |
| Total Estimated Cost | \$ _____ |
| Fixed Fee | \$ _____ |
| Total Estimated Cost Plus Fixed Fee | \$ _____ |
| | |
| Total Cost-Plus-Fixed-Fee | \$ _____ |

The contractor will not be paid any sum in excess of the contract ceiling price.

B.4 OBLIGATED AMOUNT

Within the estimated cost plus fixed fee (if any) specified in Section B.3 above, the amount currently obligated and available for reimbursement of allowable costs incurred by the contractor (including payment of fee, if any) for performance hereunder is \$___TBD___. The contractor must not exceed the aforesaid obligated amount.

B.5 CANCELLATION CEILING

In the event that the Government cancels requirements for services in subsequent program years under this Contract, the following conditions will apply.

(a) If cancellation under the clause at 52.217-2 "Cancellation under Multi-year Contracts" occurs, the contractor will be paid a cancellation charge not over the cancellation ceiling defined as follows:

The cancellation ceiling will be the amount allotted to this project under the Limitation of Funds clause (FAR 52.232-22(b)) at the time the cancellation notice is issued by the Contracting Officer.

(b) In accordance with the Cancellation under Multi-year Contracts clause, the cancellation charge will cover only:

- (1) Costs-
 - (i) Incurred by the contractor and/or subcontractor;
 - (ii) Reasonably necessary for performance of the contract; and
 - (iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; and
- (2) A reasonable profit or fee on the costs.

END OF SECTION B

SECTION C – DESCRIPTION / SPECIFICATIONS/PERFORMANCE WORK STATEMENT

C. PERFORMANCE WORK STATEMENT

The United States Agency for International Development in Colombia (USAID/Colombia) is soliciting responses to a Request for Proposals to support GOC efforts to reduce the negative environmental impacts of unauthorized artisanal and small-scale gold mining operations in 20 municipalities in the departments of Antioquia and Choco. The program will work towards: (i) improved governance capacity for gold mining activities and (ii) increased GOC capacity to address environmental degradation caused by illegal gold ASM operations. This will result in reducing the use of mercury for gold mining through formalization and legalization of ASM miners and the establishment of commercial forestry plantations in degraded areas by mining activities, where the GOC has failed to identify the person/entity legally responsible for the environmental damage (*pasivo ambiental*). The program will work with miners' associations to link these two components of the program, while also seeking to leverage additional private and public monies to enhance impact and build sustainability.

This performance work statement details the background considerations relating to the Colombian context; defines the project's main objectives, territorial scope, and results expected; describes the tasks to be performed; and suggests illustrative performance indicators for monitoring and evaluation purposes.

C.1 BACKGROUND

Colombia has a long history of gold mining. Well before the arrival of the Spanish conquerors, indigenous populations were mining gold and under the Spanish regime, and gold was seen as an important source of revenue. The presence of gold in Colombia gave birth to the "el dorado" legend and this tradition remains until today.

In recent times, mining has attracted public attention because of its social, environmental and economic implications. Since the price of gold started to increase significantly during 2010, a gold rush started in Colombia. Gold prices rose from nearly \$1000/oz. in 2009, to a peak of \$1900/oz. in 2012.

For the last 10 years, the Colombian government has seen an opportunity in mining as a source of revenue to fuel national development. The mining code was passed by the legislature in 2001 and amended in 2010. The GOC has updated the legal framework to issue mining titles, promote extraction of mineral

resources and attract private investment. This reform was never approved, since it did not complete the required previous consultation with afro and indigenous communities. Among other consequences, this created a legal vacuum for the proper allocation of mining rights and to extend the performance period of existing mining titles (Decreets 935 and 943). The issue has not yet been resolved, and law 685/2001, law 1658/2013 and decree 933/2013 provide the main regulatory framework for legalization and



formalization¹ of all mining activities. In May 2014, the ministry of mines issued its formalization policy for the mining sector.

The last two Presidential administrations have promoted the growth of the gold mining sector through expensive and large-scale projects that would generate tax revenues and resources as royalties. Despite the fact that the big mining projects announced have not been started, the mining sector has had a significant effect on the regional economies. While in 2004 gold royalties amounted to about US\$ 19 million, in 2011 they totaled nearly US\$ 86 million. However, these figures fail to capture reality in gold producing municipalities, due to informality and illegality. According to a study done by the large-scale mining sector in 2012, this \$86 million revenue figure represents only 37% of the expected royalties.

Gold mining in Colombia has increased by over 300% since 2006. In 2006, Colombia was responsible for 0.63% of the world's gold production, while in 2013 it accounted for 2.4%. With this increase, the country ranks fifth in Latin America, exceeding Chile's production but still below that of Peru, Mexico, Argentina and Brazil (British Geological Survey, 2012). Today, Colombia produces around 54 Tons/yr. Choco (~24.5 Tons/yr.) and Antioquia (~19 Tons/yr.) are the main producers; coupled with the department of Bolivar (~5.7Tons/yr.), this represents 91% of the annual gold production in Colombia. The remaining 9% of production takes place mainly in the departments of Caldas, Cauca, Huila, Nariño, Valle del Cauca, Tolima and Santander (Ministry of Mines and Energy 2011). These figures could likely change once gold extraction begins in the Serranía de San Lucas (Bolívar) and La Colosa (Tolima), two of the large-scale projects in the pipeline.

The scale of mining has grown faster than the institutional capacity to adequately control mining activities. The 2011 mining census states that in 2011 Colombia had 14,357 mining units and only 37% had required mining titles. Out of this total, 4,130 units are extracting gold and only 13.3% (549) of these units have a mining title. 86% of the mining units that are extracting gold are unauthorized.

The lack of a surrounding institutional framework to support mining operations is reflected in several ways. Most of the mining regions have not seen the expected improvements in social infrastructure, health or education. 9.8% of people working in mining can't read or write, less than 70% have gone to primary school, less than 28% are in the health care system and 19% do not have any social security coverage. Informality is also reflected in the size of the mining units. More than 65% have less than 5 employees. 30% of the units have between 6 and 100 employees and less than 2% have more than 100.

A 2014 study from Fedesarrollo and the Inter-American Development Bank reports that small mining units do not cover their operational costs and have negative margins of around 44%. On the other side of the scale, there are positive returns of more than 200% among the bigger operations. The small mining units have little incentive to become legal and be formalized and pay taxes that would further reduce their potential profit margins.

Miners use mercury to extract the gold by mixing mercury with ores dug from the ground or from riverbeds. This process creates an amalgam that when burned, releases the mercury into a toxic cloud, thereby leaving the gold behind.

The ASM industry emits an estimated annual average of 1,000 metric tons of inorganic mercury, about one-third of which is thought to go into the air while the rest winds up in piles of mining waste ("tailings"), soil, and waterways. (Telmer and Veiga 2009). Some of the inorganic mercury that reaches

¹ Illegal: Miners without legal rights, permits and licenses issued by the mining and environmental authorities, and required for exploration and extraction of mining resources.

Informal: Miners that don't comply with the environmental and/or social standards (safety, labor, health, taxes, royalties, etc) as required by law.

aquatic ecosystems also gets converted by microbes into organic methyl mercury, which accumulates in fish.

The environmental and health impacts of unauthorized mining activities are reflected mainly in poor water quality for human consumption, air and soil pollution with heavy metals, deforestation and soil degradation. Environmental deterioration is enhanced by the illegality and informality of the activity. The lack of land titles, the complexities in getting mining rights and the investment uncertainties in the ASM sector promotes environmental degradation. Unauthorized mining activities do not invest in pre-feasibility studies and have limited planning. Illegal mining operations leave behind expensive environmental damages and no one is held legally responsible for mitigation (*pasivo ambiental*).

Gold mining also promotes deforestation. Fine woods from native forest are used to support tunnels in subterranean mining operations. According to RIA (*Reforestadora Integral de Antioquia*), there is an opportunity in the mining regions to recuperate and reclaim the lands degraded by mining operations through commercial forestry plantations. This would also contribute towards the GOC reforestation targets and its low emission development strategy (Estrategia de desarrollo Bajo en Carbono, ECDBC), which is considered as a climate change mitigation action.

RIA estimates the costs of environmental recuperation of these degraded lands in the order of \$4.000/Hectare and preliminary estimations by the regional environmental authority (Corantioquia) indicate that in the lower Cauca region alone there are at least 45.000 degraded hectares by illegal mining operations.

Legalization and formalization have a significant impact on reducing environmental degradation. When existing legislation is enforced, ASM operations will use less mercury or no mercury at all (Colombia has passed legislation banning the use of mercury for mining activity by 2018) and will have to put in place an environmental management plan to mitigate environmental impacts.

Formalizing ASM operations will also contribute to consolidating peace in Colombia. Mining has fueled conflict in some regions and generated social unrest. Illegal armed groups have used the lack of state control to create opportunities for money laundering, extortion and intimidation. This program is well aligned with the USAID/Colombia's 2014 Country Development and Cooperation Strategy (CDCS) (<http://www.usaid.gov/documents/1862/country-development-cooperation-strategy-2014-2018>), the overarching goal of which is to assist Colombia with the implementation of a sustainable and inclusive peace. Its development objectives are: i) to establish the "effective presence of democratic institutions and processes in targeted areas"; ii) to advance reconciliation among victims, ex-combatants and others; iii) to improve conditions for inclusive, rural economic growth; and iv) to strengthen environmental resiliency and low-emissions development.

C.2 OBJECTIVES, THEORY OF CHANGE

The USAID/Mining project will pursue two objectives: (1) to build effective governance capacity for gold mining activities in target municipalities by strengthening public management functions and capacity building of local organizations with a stake in gold mining operations; and (2) to increase GOC capacity to address environmental degradation caused by illegal gold ASM operations, through delivering improved water and air quality, and transforming degraded areas through establishing productive commercial uses with a value chain approach.

USAID/Colombia's theory of change linking this project to these two objectives is that if regional and local authorities are more effective in enforcing mining-related legislation and the right facilitating instruments (i.e. laws, regulations, policies, partnerships or projects) are in place to support environmental recuperation of degraded areas with the participation of land owners, private sector and

local communities, then regional and municipal authorities will gain legitimacy and support, improving social, environmental and economic performance of ASM operations and advancing Colombia’s peace-building goals.

C.3 GEOGRAPHIC FOCUS

The program is expected to perform the majority of activities in two departments: Antioquia and Choco, since they account for almost 75% of the gold mined in Colombia. At the discretion of USAID, the program could be asked to include work in additional geographies. This would not imply that funding levels are increased. This would be done through a cost and time neutral contract modification.

The priority geography in Antioquia and Choco is presented in the table below.

Table 1. Priority municipalities in Antioquia and Chocó.

| Department | Sub region | Municipality |
|------------|--|---------------------|
| Antioquia | Northeast | Remedios |
| | | Segovia |
| | | San Roque |
| | Western | Buriticá |
| | Lower Cauca | Nechí |
| | | Tarazá |
| | | Caucasia |
| | | El Bagre |
| | | Cáceres |
| | | Zaragoza |
| Chocó | Middle and Upper Atrato River | Bagadó |
| | | El Carmen de Atrato |
| | | Lloró |
| | | Quibdó |
| | Lower, Middle and Upper San Juan River | Condoto |
| | | Cantón San Pablo |
| | | Istmina |
| | | Nóvita |
| | | Sipí |
| | | Tadó |

Partner municipalities will be selected from the departments listed in Table 1. USAID may sign memoranda of understanding with municipalities, departments or relevant ministries, making explicit the scope of assistance, areas of collaboration expected from each entity, cost share, etc.

The Contractor must provide ongoing, on-site support to municipalities and cooperation with other key stakeholders, including mining title owners, private companies, departmental governments and central government entities, such as the Ministry of Mines and Energy, Ministry of Environment, and the National Mining Agency. The regional environmental authorities and ASM organizations will also be critical to achieving results.

C.4. EXPECTED RESULTS

Gold mined illegally in the departments of Choco and Antioquia will be reduced using the different available options –public or private- for legalization and formalization. This formalization effort will go hand in hand with a reduction in the amount of mercury used per unit of gold mined and a decrease in the number of hectares identified as “*pasivo ambiental*”. ASM operations that are not able to become legal will get support in finding new economic opportunities for its associates, particularly in the forestry and agricultural sectors.

This section elaborates on the expected results from this project. The aim of the project is not to promote or condemn mining operations. It aims at formalizing ASM activities and recovering degraded areas understood as “*pasivos ambientales*”. Offerors are expected to build on the successful approaches and lessons learned during the implementation of the USAID/Bioredd (<http://www.bioredd.org/?q=biblioredd>) program under its mining component. USAID will provide flexibility to each offeror to recommend an innovative approach, but the approaches must be feasible within time and resource constraints, adaptable to the Colombian context and it *must be sensitive to conflict and peace-building dynamics*.

OBJECTIVE 1: Build effective governance capacity for gold mining activities in the departments of Antioquia and Choco.

Objective 1 Problem Statement

The GOC has limited capacity to enforce regulation in the departments of Antioquia and Choco. These two departments contain the majority of informal and illegal miners in Colombia. The GOC entities in charge of the regulatory function face several circumstances that limit their ability to enforce legislation: the regulatory framework is not completely developed; there is limited information on formalization programs, and the illegal miners demonstrate poor capacity and willingness to change their conditions. This lack of enforcement capability on the part of the GOC encourages continued illegality and increases the negative environmental impacts of illegal mining, particularly the use of mercury and the pollution of air, water and soil, with tangible effects on human health.

Technical assistance to ASM for improved gold and mercury recovery is part of the solution.

GOC entities at regional and municipal levels also face budget constraints that limit their capacity to have enough human resources to manage basic administrative functions and do the required follow up on the ground. As a general principle, this constraint will not be addressed directly by the program and this is expected to be the portion of in-kind contribution of the GOC organizations. Temporary support for specific actions may be provided and must be approved by USAID in advance. Participation of mining rights owners and private mining companies is a requirement for the legalization program.

Objective 1 Expected Results

(1) Strengthened Capacity in GOC entities to enforce gold mining legislation

- The Contractor must work with relevant teams within the regional and municipal governments as well as with the regional environmental authorities to build sustainable capacities for implementation and enforcement of mining regulation. This includes knowledge and understanding of the relevant existing legislation and GOC programs on ASM formalization and legalization and mercury use reduction programs, as well as support in implementing the mechanisms for fast and effective processing of all requests for formalization. The Contractor is expected to facilitate interaction among mining companies and mining rights owners as a mechanism towards formalization.

- The Contractor must assist the relevant GOC entities at the national level (e.g. Ministry of Mines, Environment, ANLA (National Environmental licensing Agency), ANM (National Mining Agency), INCODER (National Institute for rural development) in consolidating and updating the regulatory framework to create an enabling environment for ASM formalization and legalization. This includes support for designing incentive mechanisms, innovative financial instruments to provide finance for small scale informal miners, and control mechanisms.

(2) Participation of ASM organizations, indigenous and Afro Colombian communities in formalization programs strengthened.

- The contractor must assist ASM associations, indigenous and Afro Colombian communities in accessing GOC formalization programs. Viable routes for formalization according will be identified, according to conditions on the ground. To the extent possible, the contractor will support their transition towards legalization and formalization. Promoting and strengthening miners associations, building their administrative and technical capacities in ASM and providing legal advice throughout the formalization process is a key component toward achieving results.

(3) Technical assistance and training provided to ASM

- The contractor must provide training and technical assistance to ASM operations, towards: i) reducing and ultimately eliminating the use of mercury for gold extraction and ii) minimizing and mitigating the environmental impacts of ASM operations. Support in preparing and implementing the environmental management plans and best environmental, social and administrative practices must be provided.

Illustrative indicators for the Expected Results for Objective One are provided below:

| | |
|--|--|
| Formalization/ Legalization | <ul style="list-style-type: none"> • Number of mining units formalized/legalized • Quantity/percentage of gold produced by formalized/legalized mining operations • Number/proportion of mining units that remain formal over project period |
| Mercury use reduction | <ul style="list-style-type: none"> • Mercury baseline/end line in air and water • Ratio mercury used/gold produced baseline/end line • Mercury sales reports baseline/end line • Total mercury use reduction for gold mining (approximately 550,000 kilograms) |
| Sustainable capacity | <ul style="list-style-type: none"> • Ratio formalization processes started/ended • Number of compliance field visits to mining operations with positive results baseline/end line • Change in royalties collected |
| Training and technical assistance | <ul style="list-style-type: none"> • Number of ASM operations adopting environmental best practices • Number of miners trained |

Objective 2: Increased GOC capacity to address environmental degradation by illegal gold ASM operations

Objective 2 Problem Statement

Lack of state presence and capacity to enforce legislation also contributes to the increased amount of areas degraded by illegal mining operations. Innovative approaches to recover degraded areas are needed. Participation of the GOC, private sector, community associations and land owners is required to address the problem. Experiences in the Bajo Cauca region show that with a joint venture approach, it is feasible to reclaim degraded areas for the establishment of commercial forestry plantations, while supporting community organisations in finding alternative income sources apart from mining. Joint venture approaches may include, but are not limited to approaches that involve the participation of land owners, private companies, and municipal, regional and national level government. Value chain approaches to wood and agricultural production generate higher income for the joint venture and must be promoted. Forestry plantations are also aligned with the Colombian LEDS (Low development Strategy) and reforestation has been identified as an NAMA (National Appropriated Mitigation Action) to mitigate climate change.

Objective 2 Expected Results

(1) Reforestation NAMA supported in areas degraded by unauthorized ASM operations (Pasivos ambientales)

- The contractor must facilitate the design and implementation of protocols and support mechanisms for the provision of technical, financial and legal assistance for the land recuperation program. This includes the identification of viable degraded area clusters with a minimum area for financially viable reforestation projects. The contractor must also build on previous experiences of other USAID forestry programs (Colombia Forestal, MIDAS, etc.) while proposing business models where landowners, communities, private sector and GOC are part of the joint venture. Participation of forestry companies is expected.

(2) Alternative livelihoods for ASM communities promoted

- A significant proportion of the population involved in ASM operations are not necessarily miners by training or tradition. Displaced and unemployed people are also involved in unauthorized mining because the lack of alternative income generating activities. The contractor is expected to work with mining associations, rural communities in gold mining areas and degraded areas, and land owners in the promotion and establishment of alternative livelihoods with a value chain approach. Activities will be aimed at eliminating manual labor, often in inadequate conditions, from unauthorized mining operations, and improving quality of life for persons living in ASM communities. The contractor must understand the mining regions with a broader perspective and support key activities to improve their competitiveness. This requires coordination and leverage from other organizations and programs in different sectors, like agriculture or fisheries.

(3) Drinking water quality improved

Illegal mining deteriorates quality, quantity and availability of water in several ways. Direct discharge of mercury and heavy metals into river streams, erosion of river beds and catchment deterioration are part of the problem. Poor access to safe water threatens local populations and impacts human health in urban areas, whether they are involved in mining operations or not. The contractor is expected to support integrated water catchment management programs to improve water supply systems for urban areas, and support the design and implementation of sustainable financial mechanisms to pay for it.

This work must be closely coordinated with the responsible GOC entities and, when present, with service providers.

Illustrative indicators for the Expected Results for Objective two are provided below:

| | |
|--------------------------------|--|
| Reforestation NAMA | <ul style="list-style-type: none"> • Number hectares reforested (approximately 11,500 hectares) • Amount of USD leveraged for recuperation of degraded lands • Tons CO2 sequestered • Proportion of small land owners (less than 20 hectares) in the land recuperation program • Number of long term (30 years) agreements (contracts, joint ventures, Memoranda of Understanding, etc.) signed |
| Alternative livelihoods | <ul style="list-style-type: none"> • Number of associations/families with diversified sources of income (approximately 2,500 families) • Change in income levels and non-monetary economic benefits (USD) • Resources leveraged (USD) for value chains, other than commercial forestry projects |
| Safe water | <ul style="list-style-type: none"> • Change in water quality • Number of hectares with actual improved land management • Number of municipalities with sustainable financial mechanisms for access to safe water (approximately 10) |

C.5. TECHNICAL REQUIREMENTS

Rapid Start-Up, Near Term Results

Proposals will be evaluated on the basis of feasibility of rapid start-up and the prospects for delivering near-term tangible benefits in target municipalities (see Section L and M for additional proposal guidance regarding this requirement). Key personnel must be in Colombia and opening offices thirty days after award and the Contractor should be ready to begin implementing activities within sixty days of award. During the first ninety days, the Contractor must conduct all baseline studies and gather monitoring and evaluation (M&E) data to ensure the ability to measure project progress. M&E will include data from local government units, regional environmental authorized entities, scientific institutes, local government officials, mining associations and citizens.

Bogota and Medellin are identified as possible locations for the main office. Proponents are expected to elaborate on the justification for its selection.

Project Implementation Plan

The offeror will include with its proposal a Project Implementation Plan (work plan) and timeline table containing a description of project start-up activities and the work to be done prior to the submission of the annual work plan and immediately thereafter. The work plan and timeline will cover the first 12 months of the project.

Policy and Legal Reform

This is not a policy and legal reform project, but, if needed, the Contractor may be expected to provide short-term technical assistance for discrete tasks aimed at supporting new policies, standards and laws that advance the objectives of the project. This might include providing comparative expertise for policies or laws or supporting stakeholder consultation to reach consensus on new laws or policies. Any policy or legal reforms should be informed by the measured impact of the demonstration projects, have broad stakeholder support, and directly support the project objectives.

Activity Fund

The total budget for the Activity Fund is expected to be \$10.5 million. The Activity Fund will have two components. The first one is budgeted at \$5.5 million over the five years of the program and will be a flexible mechanism to address project objectives. Offerors are encouraged to propose a sub-awards mechanism using innovative approaches to increase incentives to formalization, legalization and value chains. Leverage and cost share are welcome but not a requirement under this component of the fund. Potential award recipients (sub-awardees) could include local NGOs, public and private sector associations, think tanks, training institutions and other community-based organizations. However, outside of the Activity Fund, short-term technical assistance may be provided to government entities in line with achieving the project objectives.

The second component of the fund will be \$5 million (earmarked as sustainable landscapes/climate change) and will be used exclusively to leverage funds for the rehabilitation of degraded areas (*pasivos ambientales*) to forestry plantations. Offerors are asked to propose a design for this fund component in a way that ensures: i) maximum leverage (1 to 3 ratio, minimum); ii) minimum operating expenses; and iii) maximum amount of hectares rehabilitated (11,500 hectares approximately).

The contractor must prepare an Activity Fund manual within 60 days of contract award. USAID will provide comments within 10 days and the contractor must submit the final manual 80 days after contract award. The Activity Fund manual must: i) Provide guidance on activity design; ii) Define funding thresholds for Contracting Officer's Representative (COR) and Contracting Officer (CO) approval; iii) Establish basic criteria for selection of award; and iv) Be in accordance with all USAID regulation.

Activity Fund Management Experience – The applicant will demonstrate the capacity to simultaneously manage multiple awards. Applicants must provide details on the awards managed over the last four years (2010-2013). At a minimum, organizations should have experience in managing 10 or more grants totaling more than \$1 million in grants over the period of 2011-2013.

Grants, sub-contracts, and short-term technical assistance under the Activity Fund.:

Activities under the Fund will help achieve progress toward the objectives specified in the Performance Work Statement. Proposals that will encourage the formation of strategic alliances and partnerships, and have a cost-share component are encouraged. In addition to holding open competitions, there could be a special rapid-response, non-competitive (or directive) funding window that addresses targets of opportunity that may arise.

The project COR will have substantial involvement in approving selection criteria and must approve the selection of recipients. The COR may be less significantly involved when sub-awards are smaller.

Offerors must indicate in their proposals a methodology for selecting sub-award recipients, including the solicitation, review and evaluation process and the plan/method of assessing the sustainability of the recipient and the sub-activity/sub-objective the funding will support. Depending on need, counterpart demand and assistance provided by other donors, each sub-award cycle could focus on a particular sub-

objective. Also, the situation in the various departments and municipalities in which the project operates could affect the focus of a particular sub-award cycle.

The Contractor must ensure that the requirements that apply to USAID-issued awards will apply to sub-awards issued by the Contractor to NGOs, primarily ADS and applicable AAPDs and CIBs. These are available at www.usaid.gov/pubs/ads. The following requirements apply to any sub-award by a Contractor under this contract and must be included in the Activity Fund manual:

1. USAID will have substantial involvement in establishing selection criteria and will approve selection of grant recipients. Unless otherwise directed by the Contracting Officer, the COR will have authority to approve the grant recipient selection.
2. All sub-awards must include language giving USAID the right to terminate the activity (activities) unilaterally in extraordinary circumstances.
3. The Contractor is not authorized to sign cooperative agreements on USAID's behalf.
4. The majority of sub-awards will go to non-U.S. organizations.
5. All activities must comply with USAID environmental regulation 22 CFR 216.

Environmental compliance

This project requires the preparation of and Environmental Assessment (EA) to comply with USAID's environmental regulation 22 CFR 216.3(a)2(iii) and ensure that any negative environmental impacts are well understood and adequately mitigated. When designing and implementing activities, the contractor is required to implement the recommendations stated in the EA. All activities under this project must be registered in the USAID/Colombia online performance monitoring system Monitor (www.monitor.net.co) and its recommendations under the environmental management plans also be implemented.

The above requirements will necessitate budgeting at the appropriate level to comply with both Monitor and EA recommendations. The contractor must have as part of its staff an environmental expert to support activity design, implementation and monitoring.

As part of the project proposal, it is required that the offeror include a section on environmental compliance, demonstrating capacity to conduct the Environmental Assessment, implement the Monitor and the EA recommendations, and understand appropriate environmental management for the project.

Construction activities

Small infrastructure, such as pilot plants for mercury-free gold processing, can be done under this program. The program will not support construction of medium or big scale gold processing facilities. Construction activities must follow USAID policies and regulations.

Conflict Sensitivity

The Contractor must ensure that all planned activities are sensitive to local conflict and peace building dynamics and designed in ways that mitigate the risks of conflict recurrence and strengthen prospects for peace building. The Contractor must incorporate peace building elements and conflict-prevention measures into the design of all activities implemented during the period of this award.

Gender and child labor:

A gender and child labor strategy will be due in draft along with the first annual work plan draft. At a minimum, the document must address: (1) Affirmative opportunities for women in legal ASM operations; (2) How the Contractor plans to sensitize local communities and other stakeholders to discrimination based on gender or ethnicity; (3) Laws and policies adversely impacting women (e.g., indigenous communities and Afro-Colombian communities); and (4) Overcoming obstacles for child labor elimination in mining operations.

Grievance mechanism

The contractor is expected to facilitate access to effective grievance mechanisms for communities adversely impacted by gold mining activities. This includes support for access to existing mechanisms through the national Comptroller's Office (*Contraloría general de la Nación*), major offices (*Alcaldías municipales*), Ombudsman's office (*Defensoría del Pueblo*), and Ministry of Interior, among others. Coordination with USAID Office of Vulnerable Populations and Office of Democracy, Human Rights and Governance and relevant programs on related issues of human rights, labor, inclusion, and governance should be done as needed throughout the course of project implementation.

Performance Monitoring and Evaluation

Offerors must submit draft performance monitoring plans (PMPs) along with their technical proposals. The plan should identify targets and indicators for measuring project performance throughout the project lifecycle; e.g., benchmarks and milestones to determine whether progress is being made toward objectives and results.

Branding and Marking Plan

The offeror must prepare a draft Branding Implementation Plan describing how it will implement the Branding Strategy. The Branding Implementation Plan shall describe how the program will be promoted to beneficiaries and host country citizens. Offerors must submit a draft branding and marking plan with their submissions and shall comply with the requirements of the USAID "Graphic Standards Manual" available at www.usaid.gov/branding, or any successor branding policy. This draft plan must include a Branding Strategy, a Branding Implementation Plan and a Marking Plan.

C.6. SPECIAL CONSIDERATIONS REGARDING OBJECTIVES AND ACTIVITIES

This project must be mining neutral. It will not encourage or condemn mining operations. This neutral position must be made clear to all stakeholders and project partners. This program aims at legal and responsible ASM operations and at recovering degraded lands by unauthorized mining operations (*pasivos ambientales*). While the project is focused on incorporating informal gold mining operations into the formal gold mining sector and mitigating the negative environmental impacts of current mining activities, the project will purposely avoid supporting any actions that may inadvertently expand mining activities beyond current areas, and is not designed to address all current issues relating to gold mining in Colombia. Offerors should note and comply with the requirement in the FY 2014 Foreign Operations Appropriations Act that no funds can be used "to support or promote the expansion of industrial scale logging or any other industrial scale extractive activity into areas that were primary/intact tropical forest as of December 31, 2013."

- Colombian gold is mostly sold in the U.S. Currently there is no discrimination between illegal and legal gold in this market. USAID welcomes innovative approaches to the implementation of standards and certifications that promote legal gold trade all along the value chain.

- The project must be implemented outside of areas legally protected by the Colombian government, so it will not operate in National Parks, Forest Reserves covered by Law 2, Highland Complexes (*paramos*), or regional and/or local protected areas. The project must only work with the mining units that can become legal under the current legislation.
- When contributing to achieving program results, the contractor must coordinate its activities with other relevant initiatives, whether international donor or GOC-funded, that are implemented by the GOC, donor implementing partners, or private sector driven.
- During the implementation of activities, the Contractor must closely coordinate with relevant GOC entities: municipal and regional governments, environmental authorities and branches of government at the national level. The Contractor's ability to elicit the confidence of Colombian counterparts is essential for project success. In its proposal, the Contractor should provide evidence of similar partnerships with partner governments in which it has been engaged in other similar contexts.
- In achieving project results, the Contractor must support ASM units to negotiate agreements with mining companies that own the mining rights. The contractor is expected to work with the relevant GOC authorities to provide technical assistance in order to increase mining companies' compliance with current legislation.
- Public private partnerships (PPPs) are highly encouraged for both formalization and recuperation of areas degraded by mining activities.
- The Contractor must rely heavily on qualified and credible Colombian partners (individuals as well as institutions), as one of the project aims is to build local capacity to improve performance of mining operations in Colombia. The activities must be carried out through a combination of the Contractor's permanent staff, short-term international consultants, and local consultants/experts hired on an ad-hoc (sub-activity by sub-activity) basis. Involvement of Colombian experts and institutions will be critical to project success.
- The Contractor may procure commodities for local government units and other counterparts. In particular, information technology (IT)-related and other equipment and software may be needed to enhance counterpart capacity. Any provision of IT commodities should include significant cost-share (financial or in-kind) from the local government units or the GOC and plans for sustainability and maintenance by local government units. Provision of IT equipment must be approved by USAID/Colombia. The provision of commodities may be one way of providing incentives to local government units and must be carefully synchronized with technical assistance and training. As part of its proposal, the offeror must describe how various activities complement each other and will be integrated and how the offeror would go about achieving objectives and implementing the activities set forth in this Performance Work Statement.
- The contractor must design and implement protocols to support project implementation while making sure that: i) sub-contractors and sub-grantees will be vetted against multiple databases including the Bridger system, the Excluded Parties List System, the Specially Designated Nationals List, and the System for Award Management (sam.gov). ii) Degraded areas for environmental recuperation have a clear land title and are not subject to any dispute (e.g land restitution) iii) Private companies associated with the project are fully compliant with environmental regulation and *Consulta Previa*, (prior consultation) when required. iv) Project staff should have the adequate level of security to perform their duties in the field. USAID will review and approve in writing these protocols.

- All activities must be implemented to the greatest extent possible in partnership with Colombian local governments and Colombian organizations. The proposal should include comprehensive provisions for such partnerships and plan for sub-grants and sub-contracts with local Colombian organizations.

Local Solutions

Local organizations are eligible and encouraged to apply, as well as joint ventures or consortiums of local organizations. A local organization applicant must be locally recognized under the Colombian law and adhere to the eligibility criteria under ADS 303. If a joint venture or consortium is proposed, the Prime (the main award recipient) should have the ability and capacity to manage the program.

To qualify as a “local organization” for the purpose of this RFP, an entity must: a) be organized under the laws of the recipient country; b) have its principal place of business in the recipient country; c) be majority owned by individuals who are citizens or lawful permanent residents of the recipient country or be managed by a governing body, the majority of whom are citizens or lawful permanent residents of a recipient country; and d) not be controlled by a foreign entity or by an individual or individuals who are not citizens or permanent residents of the recipient country. The term “controlled by” means a majority ownership or beneficiary interest as defined above, or the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the organization’s managers or a majority of the organization’s governing body by any means, e.g., ownership, contract, or operation of law. “Foreign entity” means an organization that fails to meet any part of the “local organization” definition.

Coordination with Other USAID Projects

This project must be a continuation of ongoing USAID assistance provided through the Bio-REDD+/mining component. Other technical offices at USAID are also implementing projects at the local level that, in some cases, may overlap in terms of territory and objectives with this project. The Contractor must engage with other USAID implementing partners to avoid duplication and maximize synergies.

Doing Business with USAID

For additional information on doing business with USAID, please see the following website:

<http://www.usaid.gov/doing-business-usaid>

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 sites are 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

The Branding and Marking plan will comply with the guidance listed at the following website: <http://www.usaid.gov/ads/policy/300/320>. Specifically, as part of the proposal, Contractors must submit a proposed Branding Implementation Plan (ADS 320.3.2.2) and Marking Plan (ADS 320.3.2.3).

With reference to Section 320.3.2.1 of ADS 320, below is the required Branding Strategy:

- Program or Project Name: Artisanal Mining Program USAID/Colombia will work with the implementing partner to develop a simple and easy to understand name to position the activity with the local target audiences.
- How the materials and communications will be positioned: The program will use full branding and the USAID tagline “From the American People” on materials and communications, which may be translated into local languages as appropriate. Co-branding and no branding will only be considered on a case-by-case basis as considered appropriate by the Contracting Officer’s Representative (COR) and Contracting Officer (CO).
- Desired level of visibility: The program has a desired high level of visibility within USAID and with program external audiences. However, program activities will also be carried out in places that face security challenges and, as a consequence, may require a “low profile” or “low visibility” approach. Under these circumstances the security and well-being of USAID and the implementer personnel, along with the program’s beneficiaries, will always be prioritized over marking and branding requirements. Additionally, “low profile” or “low visibility” will be preferred whenever there are compelling political concerns that if not properly addressed, could potentially have damaging consequences on the relationship with both the Colombian entities and other U.S. agencies. For exceptions to contract marking requirements, implementing partner(s) shall follow ADS 320.3.2.5 and for waivers to contract marking requirements, implementing partner(s) shall follow ADS 320.3.2.6 and other applicable rules as well.

- Any other organizations to be acknowledged: Project documents will not use the implementing partner's logo, but will acknowledge that the document was prepared for the USAID/Colombia Artisanal Gold Mining Program.
- Where appropriate, project activities implemented or delivered in cooperation with other GOC entities or civil society organizations will be co-branded with equal size and prominence.

There are no controls on the implementing partner's release or use of data that the implementing partner, or any subcontractor/sub-grantee, produces in performing the award. The award(s) will state that copyrights and rights to data must be in accordance with the clause of "Rights in Data – General" (FAR 52.227-14, Alternates III and IV).

END OF SECTION D

SECTION E – INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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

E. 2 INSPECTION AND ACCEPTANCE

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

E.3 MONITORING AND EVALUATION PLAN/PERFORMANCE STANDARDS

Evaluation of the contractor's overall performance in accordance with performance standards/indicators established under Section C of this Task Order must be conducted jointly by the COR and the Contracting Officer, and must form the basis of the contractor's permanent performance record with regard to this Task Order. The COR and Contracting Officer will undertake periodic evaluations of the Task Order to discern their level of satisfaction with services rendered under this contract. The following general performance standards must form the basis of the evaluation for the Contractor Performance Assessment Report (CPAR):

1. *Quality*
2. *Schedule*
3. *Cost Control*
4. *Management*
5. *Small Business*
6. *Regulatory*
7. *Other Areas*

Definitions for each performance standard may be found in the CPARS Guidance Manual: <https://www.cpars.gov/cparsfiles/pdfs/CPARS-Guidance.pdf>.

END OF SECTION E

SECTION F – DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The estimated period of performance for this Contract is five (5) years from the date of award.

F.2 PLACE OF PERFORMANCE

The place of performance is Colombia.

F.3 REPORTS AND DELIVERABLES

| TIMELINE OF DELIVERABLES | |
|---|---|
| Deliverable | Due Date |
| Draft Performance Monitoring Plan | With proposal |
| First draft branding and marking plan | With proposal |
| First Draft Annual Work Plan | 30 days after award signing |
| Gender and child labor elimination Strategy | 30 days after award signing |
| Final Branding and marking plan | 60 days after award signing |
| Final Annual Work Plan | 50 days after award signing |
| M&E System | 60 days after award signing |
| Draft Activity Fund manual | 40 days after award signing |
| Final Performance Monitoring Plan | 70 days after award signing |
| Final Activity Fund manual | 80 days after award signing |
| Quarterly Activity and Financial Reports | 15 days after the end of each calendar quarter |
| Draft Annual Reports | 15 days after the end of the project year |
| Final Annual Reports | 30 days after the end of the project year |
| Annual Work Plans | 45 days prior to the start of the next project year |
| Success Stories | 1 per month, starting in month 4 |
| Draft Final Report | 15 days before the end of the contract |
| Final Report | 30 days after the end of the contract |
| Bimonthly newsletter | Every two months |
| Biweekly bullets | Every two weeks |
| Accrual Reports | As requested by USAID |
| STTA Draft Reports | Within 10 days of STTA departure |
| STTA Final Reports | Within 10 after USAID reviews |
| Special Reports and Memoranda | As requested by USAID or deemed necessary by the Contractor |
| Strategic Reviews | Annually |

Annual Work Plans: The annual work plan will describe activities to be conducted at a greater level of detail than the contract, but must be cross-referenced with the applicable sections in the contract. All work plan activities must be within the contract. Work plan activities must not change the Performance Work Statement or any other terms and conditions of the project in any way. Work plan changes must be approved by the COR, in advance and in writing. Thereafter, if inconsistencies exist between the

work plan and the terms and conditions of the contract, the latter will take precedence over the work plan. The work plan must include a schedule of the events, activities the Contractor plans to conduct, and will have a narrative discussing planned events and activities and a calendar. An estimated budget and a pipeline analysis identifying the anticipated inputs must also be included. USAID/Colombia will approve completed work plans.

The first work plan for year one must be submitted for USAID/Colombia approval 30 calendar days after issuance of the contract, following which USAID/Colombia must have the opportunity to provide comments. The first work plan must cover the period from the award to the beginning of the next USG fiscal year. If this period is less than six months, the first work plan will cover this period, as well as the period covered by the subsequent fiscal year. After the receipt of USAID/Colombia comments, the Contractor must revise and submit a final version within 10 calendar days for USAID approval. The work plan for each subsequent year must be submitted to USAID/Colombia for approval 30 calendar days prior to commencement of the next USG fiscal year (no later than August 31), following which USAID/Colombia must have the opportunity to provide comments. After the receipt of USAID/Colombia comments, the Contractor must revise and submit a final version within 10 calendar days for USAID/Colombia approval. Through its quarterly technical reports, the Contractor may propose to USAID updates or revisions to the annual work plan based on changing priorities and conditions.

Quarterly Technical Reports: The Contractor must provide a concise quarterly technical report, approximately 20 pages, not including annexes, in professional-level English, to the USAID Contracting Officer and COR no later than 15 calendar days after completion of each of the four quarters of USAID's fiscal year, i.e., quarters ending on December 31, March 31, June 30, and September 30, for the life of the project. These reports must summarize progress against the results, benchmarks, and milestones defined in the work plan and must include a description and analysis of results achieved, problems encountered and proposed solutions, planned activities not completed, lessons learned, planned activities for the next quarter, and factors influencing (positively or negatively) the prospects for achievement of program benchmarks and results. Any failure in regard to progress towards achieving established results, benchmarks, milestones and indicators must be documented and clearly justified. Any required or recommended changes or updates to the work plan must also be included in quarterly technical reports. Quarterly technical reports will be submitted in electronic form. Reporting on activities and deliverables in the quarterly technical report must track the presentation of activities and deliverables in the work plan. Finally, each quarterly technical report must include information that demonstrates the impact that the program has had during the reporting period on its beneficiaries. This includes the preparation of fact sheets and success stories, including photos and quotations about Artisanal Gold Mining work, especially at the community and individual levels. The Contractor must develop the format of its quarterly reports according to USAID/Colombia direction and Mission standardized procedures.

Quarterly Financial Reports: The Contractor must submit quarterly expenditure reports, containing a summary page that reflects cumulative spending by line item for both quarter and life of project, followed by a detailed breakdown of all spending under each line category. The financial report must show by component and by line item the cumulative totals for the previous report, the total for the quarter being report upon, the new cumulative total, and the amount remaining to be expended for each line item and for the contract as a whole. The Contractor may provide additional breakdown if needed or requested by USAID/Colombia.

M&E System: Within 60 days after contract award, the Contractor must develop, jointly with USAID/Colombia, a system of processes and tools for the monitoring and evaluation of the required indicators and results included in the contract. The Contractor is responsible for tracking and meeting

these performance requirements. In addition, the Contractor must ensure that the contract's M&E system focuses not only on quantitative reporting of outputs, but also gathers qualitative survey information related to changes in perception and overall impact of project activities. USAID/Colombia may provide some higher-level indicators (at the DO level) that the Contractor is required to track to help USAID/Colombia evaluate overall program impact. The Contractor must also include capacity to carry out programmatic mapping of project activities to show impact and help drive strategic project implementation decisions. This system will be documented in writing, and the Contractor is expected to consult with USAID/Colombia in developing this system.

Performance Management Plan (PMP): In addition to documenting the M&E system, the Contractor must develop a PMP specifically for this program, including the indicators previously identified for the program (see ADS Chapter 203: Assessing and Learning). The initial PMP draft is due along with the proposal. After the receipt of USAID/Colombia comments, the Contractor must revise and submit a final version no later than 70 calendar days after award signing. The Contractor must submit PMPs for subsequent years, along with the annual work plan, 30 calendar days prior to commencement of the next USG fiscal year (no later than August 31).

Bi-weekly bullets: The Contractor must submit concise bullets in English to the COR describing key activities undertaken within that two-week period and describing their impact.

Bimonthly (every two months) newsletter: This newsletter must be written in English and Spanish. The newsletter must cover program events, as well as topics of interest related to Artisanal Gold Mining subject matter. It must be distributed by the Contractor primarily through an e-mail format and available on the Contractor's project website.

Annual Report: The Contractor must submit annual reports. This annual report must be submitted in lieu of the fourth quarterly report and can be no more than 30 pages. This report will include actual progress of the activities as measured against the anticipated results and indicators, lessons learned, and suggested steps to improve activity performance and impact. The draft annual report is to be submitted within 15 days after the end of the project year and a final annual report will be submitted ten days after receiving USAID/Colombia comments.

Accruals Report: The Contractor must submit quarterly accrual reports on a quarterly basis. Accrual reports must include the amount of expenses incurred but not yet submitted to USAID from the last voucher presented for reimbursement through the end of the quarter that is being solicited.

Final Report: The Contractor must prepare a final report at the end of the project period to the COR which summarizes accomplishments and shortcomings of this contract and recommendations regarding unfinished work and/or program continuation. The final report must also contain an index of all reports and information products produced under this contract. The Contractor must submit a draft final report to USAID/Colombia no later than 15 days before project completion. The final version of the final report must be due no later than 10 days after receiving comments from USAID/Colombia. The final report must also discuss prospects for sustainability of work performed and what steps USAID/Colombia could take to help ensure sustainability. In addition, the final report must discuss the status and prospects for sustainability of the major counterpart institutions with which the project worked and a sustainability plan for these institutions.

All written deliverables are due to USAID/Colombia for preliminary review. Unless otherwise noted, text-based deliverables must be submitted electronically in MS Word or in Adobe Acrobat, as well as in hard copies to be determined in advance by USAID.

Reports by Short-Term Technical Assistance Providers: Unless otherwise agreed upon in writing by the COR, the Contractor must submit a draft report within 10 days after an expert/consultant departs Colombia. USAID/Colombia will have 10 days to provide comments, and then the final report will be due within ten days after receipt of comments. The report must describe progress and observations made by the expert/consultant, identify significant issues, and describe follow-on activities and plans for the Contractor and counterparts, and provide names, titles and contact points of all professional assignment-related contacts.

Special Reports and Memoranda: The Contractor must prepare special reports in the event of extraordinary, time-sensitive events that need to be brought to the COR's attention sooner than every quarter. Special reports may be requested from the Contractor by the COR or may be produced by the Contractor exercising his/her own discretion and judgment. The Contractor must prepare memoranda analyzing draft legislation and regulations. The Contractor must also report success stories on an ongoing basis. Such stories can be as short as one paragraph and not longer than one page.

Strategic Reviews: The Contractor will organize annual strategy reviews with USAID. The purpose of these sessions is to provide a collective platform for updating the contract's situation or problem analysis and determine how to best adapt to evolving local dynamics and new knowledge gained from monitoring and evaluation. The participants, nature, structure, and location of these sessions will depend on the local context, the needs of the contract, and the staff at the time (to be established by mutual agreement between the Contractor and USAID).

The Contractor's field staff is expected to be available to participate in these sessions, which may include preparatory work and a collaborative agenda design process. The Contractor must provide logistical support for Contractor staff to attend the event and must expect to procure the location for these sessions. The Contractor will provide a professional facilitator with appropriate subject matter knowledgeable for these events as needed.

The Contractor will document and share outcomes of these collaborative learning and adaptation sessions with the entire team. In addition, the USAID Contracting Officer may require program re-direction as a result of these strategy reviews.

Other Materials: The Contractor must provide to the COR copies of any training or instructional materials, assessments, analytical materials, reports and other programmatic documents produced under this contract promptly upon completion. In addition, the Contractor will prepare briefing memoranda, scene-setters, and talking points for events in which USAID personnel participate.

Meetings: The COP, and in his/her absence the DCOP, along with the Component Managers and other staff as needed, will meet with the COR at least twice a month. Short-term advisors will provide an entry and exit briefing for the COR and other appropriate USAID/Colombia staff on all in-country visits.

F.4 AUTHORIZED WORK DAY/WEEK

No overtime or premium pay is authorized under this Contract. The contractor is authorized up to a 5 day workweek in the field with no premium pay.

F.5 PROJECT MANAGEMENT AND STAFFING

The Contractor will have ultimate responsibility for managing the project and for achieving the performance results in the activity areas. The Contractor will oversee the activities of each sub-contractor and sub-grantee. The Contractor will develop a work plan that details implementation processes and schedules, and projected results. The proposal must indicate a team structure appropriate for implementing each activity. It should include detailed descriptions of each long-term

position and the corresponding proposed candidate, with a comprehensive explanation of each proposed team member's qualifications.

Key Personnel

The Chief of Party (COP), Deputy Chief of Party (DCOP) and the Activity Fund manager are key personnel subject to USAID approval. They must be highly qualified with substantial experience in donor-funded development projects.

Chief of Party: The COP will serve as the primary point of contact with USAID/Colombia with regard to day-to-day implementation and management matters relating to the contract. The COP will reside in Colombia for the life of the project. He/she will have overall responsibility for ensuring quality control, the appropriateness and overall responsiveness of all assistance provided under the contract, whether by long- or short-term advisors or others. The required qualifications for the COP are:

- Fluent spoken, written and reading abilities in Spanish and English;
- A graduate degree in natural (or related) science, administrative science or the appropriate amount of equivalent experience;
- A minimum of ten years' experience with development projects;
- A demonstrated track record of progressively responsible managerial experience implementing complex donor-funded projects with multiple activities;
- Previous experience in developing collaborative working relationships with counterparts, other Contractors, GOC and international organizations and donors. This also entails: monitoring, evaluating and documenting progress toward meeting project objectives; evaluating sub-contractor and grantee activities through consultative meetings, site visits and reporting requirements; working out solutions to keep activities on track; and providing overall guidance and direction focusing the activity team on achieving agreed-upon targets and objectives; and
- Previous experience with mining formalization and legalization programs.

Deputy Chief of Party/Technical manager: The skills of the DCOP should complement and not duplicate the skills of the proposed COP, based on a similar general set of qualifications as above, but increasing and diversifying management capacity. USAID recommends that an individual with strong managerial, administrative and writing skills and with extensive M&E experience be considered. Again, the skills of the DCOP should be dependent on the relative strengths and weaknesses of the COP. The Deputy Chief of Party must reside in Colombia for the duration of project. The required qualifications of the DCOP are:

- Proven knowledge of the illegal mining context in Colombia and the dynamics of PPPs for commercial forestry plantations
- A master's degree in a relevant social or administrative science or the appropriate amount of equivalent experience;
- Strong experience with monitoring and evaluation of donor-funded projects,
- Proven leadership and organizational skills, successfully managing and coordinating large and diverse work groups;
- Good human resource management skills;
- Demonstrated commitment to customer service;

- Basic knowledge of management processes and systems, such as human resources management and development (including performance evaluation);
- Knowledge of financial management, and management of employee compensation systems; and
- Fluent spoken, written and reading abilities in Spanish.

Activity Fund Manager: A Colombian national is preferred. The Activity Fund Manager will manage the Activity Fund and oversee the process of solicitation and competition for sub-grants and sub-contracts at the local levels. The required qualifications are:

- A bachelor's degree in a social, financial or engineering discipline from an accredited university or equivalent experience;
- At least four years' experience in the administration of sub-grants, and sub-contracts for international development projects, as a senior staff member;
- Experience working with Colombian civil society or private sector associations on issues related to development, governance and accountability;
- Experience with USG or international procurement policies and regulations is highly desirable; and
- Fluency in English, (Spoken, written and reading abilities).

The personnel specified above are considered to be essential to the work being performed hereunder and must meet the minimum requirements specified in the Performance Work Statement. Prior to replacing any of the specified individuals, the Contractor must notify both the Contracting Officer and the USAID COR reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of key personnel will be made by the Contractor without the written consent of the Contracting Officer.

Management Structure

The Contractor will rely on qualified expertise for long-term and short-term positions to the maximum extent possible. A staffing plan should be included with the project proposal, identifying qualifications and roles to achieve program results.

Short-term Advisors: As part of its proposal, the Contractor must specify the profile of the short-term consultants that will be recruited, the balance between permanent staff and short-term consultants, the anticipated duration of short-term consultancies, and how the anticipated profile of the staff (permanent and short-term) will enable the Contractor to maximize results.

USAID requires the Contractor to mobilize in-country within 21 days of award and for the COP and DCOP to mobilize within 30 days of award. USAID/Colombia's prior approval of all senior permanent staff and short-term expatriate technical advisors is required before they can assume their functions.

END OF SECTION F

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 ADMINISTRATIVE CONTRACTING OFFICE

Office of Acquisition and Assistance
USAID/Colombia
Unit 3030, Box 5101
DPO, AA 34004
bogotausaidofficeaa@usaid.gov

G.2 TECHNICAL OFFICE

Office of Environment (ENV)
USAID/Colombia
Unit 3030, Box 5101
DPO, AA 34004

The Contracting Officer Representative and his/her alternate will be designated by the Contracting Officer through a COR Designation Letter, which will outline the specifications designated to the COR.

G.3 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in the requirements of this task order and notwithstanding any provisions contained elsewhere in this task order, 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 must be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G.5 ACCEPTANCE AND APPROVAL

The COR must accept and approve deliverables before payment may be made.

G.6 PAYING OFFICE

Invoices will be submitted electronically to:
Controller's Office
USAID/Colombia
Unit 3030, Box 5101
DPO, AA 34004
E-mail: bogotausaidfmo@usaid.gov

G.7 ACCOUNTING AND APPROPRIATION DATA

Accounting Line:

Bilateral Obligation Record Number:

Amount: \$

Committed Amount: \$

Unobligated: \$

Funds Type:

Accounting Code:

Accounting Template:

BBFY:

EBFY:

Fund:

OP:

Prog Area:

Dist Code:

Prog Elem:

BGA:

SO

END OF SECTION G

SECTION H – SPECIAL CONTRACT REQUIREMENTS

1. REPORTING OF FOREIGN TAXES (July 2007)

(a) The contractor must annually submit a report by April 16 of the next year.

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

- 1) Contractor name.
- 2) Contact name with phone, fax and email.
- 3) Contract number(s).
- 4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
- 5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
- 6) Any reimbursements received by the contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
- 7) Report is required even if the contractor did not pay any taxes during the report period.
- 8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

- 1) “Agreement” includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
- 2) “Commodity” means any material, article, supply, goods, or equipment.
- 3) “Foreign government” includes any foreign governmental entity.
- 4) “Foreign taxes” means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to: [insert address and point of contact at the Embassy, Mission, or CFO/CMP as appropriate].

(e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts and other subagreements.

(f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

[END OF PROVISION]

2. NONDISCRIMINATION (June 2012)

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

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

In addition, the Agency strongly encourages all its contractors (at all tiers) to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection on these expanded bases, subject to applicable law.

[END OF PROVISION]

3. USAID DISABILITY POLICY - ACQUISITION (December 2004)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf.

(b) USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

[END OF PROVISION]

4. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID CONSTRUCTION CONTRACTS (July 2007)

(a) One of the objectives of the USAID Disability Policy is to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities. As part of this policy USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs). The full text of the policy paper can be found at the following website: <http://www.usaid.gov>.

(b) USAID requires the contractor to comply with standards of accessibility for people with disabilities in all structures, buildings or facilities resulting from new or renovation construction or alterations of an existing structure.

(c) The contractor will comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there are no host country or regional standards for universal access, or where the host country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA must be used.

(d) New Construction. All new construction will comply with the above standards for accessibility.

(e) Alterations. Changes to an existing structure that affect, or could affect, the usability of the structure will comply with the above standards for accessibility unless the contractor obtains the Contracting Officer's advance approval that compliance is technically infeasible or constitutes an undue burden or both. Compliance is technically infeasible where structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements of the standard. Compliance is an undue burden where it entails either a significant difficulty or expense or both.

(f) Exceptions. The following construction related activities are excepted from the requirements of paragraphs (a) through (d) above: (1) Normal maintenance, re-roofing, painting or wallpapering, or changes to mechanical or electrical systems are not alterations and the above standards do not apply unless they affect the accessibility of the building or facility; and (2) emergency construction (which may entail the provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures, or provision of temporary structures) intended to be temporary in nature. A portion of emergency construction assistance may be provided to people with disabilities as part of the process of identifying disaster- and crisis- affected people as "most vulnerable."

[END OF PROVISION]

5. USAID-FINANCED THIRD-PARTY WEB SITES (August 2013)

(a) Definitions:

"Third-party web sites"

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

Third-party Web sites include project sites.

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

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

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

(3) The Web site must be marked on the index page of the site and every major entry point to the Web site with a disclaimer that states:

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

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

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

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

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

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

(END OF PROVISION)

6. CONFERENCE PLANNING AND REQUIRED APPROVALS (August 2013)

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

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

A conference is defined as a seminar, meeting, retreat, symposium, workshop, training activity or other such event that requires temporary duty travel of USAID employees.

For the purpose of this policy, an employee is defined as a U.S. direct hire; personal services contractor, including U.S. PSCs, Foreign Service National (FSN)/Cooperating Country National (CCN) and Third Country National (TCN); or a Federal employee detailed to USAID from another government agency.

Conferences approved at the time of award will be incorporated into the award. Any subsequent requests for approval of conferences must be submitted by the contractor to the USAID COR. The COR

will obtain the required agency approvals and communicate such approvals to the contractor in writing.
The request for conference approval must include:

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

(END OF PROVISION)

7. USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION

a) Definitions

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

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

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

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

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

c) Procedure to register for notifications.

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

d) Processing of IPN Portal Modifications

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

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

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

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

[End of Provision]

8. Submission of Datasets to the Development Data Library (DDL)

(a) Definitions. For the purpose of submissions to the DDL prepared by the contractor under the award, whether published or not. The term does not include the contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

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

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

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

[End of Provision]

END OF SECTION H

SECTION I – CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

| NUMBER | TITLE | DATE |
|---------------|---|-------------|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| 52.202-1 | DEFINITIONS | NOV 2013 |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES | MAY 2014 |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEPT 2006 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | MAY 2014 |
| 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 |
| 52.203-11 | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | SEPT 2007 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | OCT 2010 |
| 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT | APR 2010 |
| 52.203-14 | DISPLAY OF HOTLINE POSTER(S) | DEC 2007 |
| 52.203-15 | WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009. | JUN 2010 |
| 52.203-16 | PREVENTING PERSONAL CONFLICTS OF INTEREST | DEC 2011) |
| 52.204-2 | SECURITY REQUIREMENTS - ALTERNATE II | AUG 1996 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER ON RECYCLED PAPER | MAY 2011 |
| 52.204-6 | DATA UNIVERSAL NUMBERING SYSTEM NUMBER | JUL 2013 |
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT | JUL 2013 |
| 52.204-8 | ANNUAL REPRESENTATIONS AND CERTIFICATIONS | NOV 2014 |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | JAN 2011 |
| 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS | JUL 2013 |
| 52.204-12 | DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE | DEC 2012 |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE | JUL 2013 |
| 52.204-14 | SERVICE CONTRACT REPORTING REQUIREMENTS | JAN 2014 |
| 52.209-5 | CERTIFICATION REGARDING RESPONSIBILITY MATTERS | APR 2010 |

| | | |
|-----------|--|----------|
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | DEC 2010 |
| 52.209-9 | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS | FEB 2012 |
| 52.214-34 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE | APR 1991 |
| 52.214-35 | SUBMISSION OF OFFERS IN U.S. CURRENCY | APR 1991 |
| 52.215-2 | AUDIT AND RECORDS--NEGOTIATION | OCT 2010 |
| 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT OR PRICING DATA—MODIFICATIONS | OCT 1997 |
| 52.215-14 | INTEGRITY OF UNIT PRICES | OCT 1997 |
| 52.215-19 | NOTIFICATION OF OWNERSHIP CHANGES | OCT 1997 |
| 52.215-23 | LIMITATIONS ON PASS THROUGH CHARGES ALTERNATE I | OCT 2009 |
| 52.216-7 | ALLOWABLE COST AND PAYMENT | JUN 2011 |
| 52.216-8 | FIXED-FEE | JUN 2011 |
| 52.217-2 | CANCELLATION UNDER MULTI-YEAR CONTRACTS | OCT 1997 |
| 52.219-4 | NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS | JAN 2011 |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | OCT 2014 |
| 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II | OCT 2014 |
| 52.219-16 | LIQUIDATED DAMAGES—SUBCONTRACTING PLAN | JAN 1999 |
| 52.222-2 | PAYMENT FOR OVERTIME PREMIUMS | JUL 1990 |
| 52.222-26 | EQUAL OPPORTUNITY | MAR 2007 |
| 52.222-29 | NOTIFICATION OF VISA DENIAL | JUN 2003 |
| 52.222-35 | EQUAL OPPORTUNITY FOR VETERANS | SEP 2010 |
| 52.222-37 | EMPLOYMENT REPORTS ON VETERANS | SEP 2010 |
| 52.222-38 | COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS | SEP 2010 |
| 52.222-46 | EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES | FEB 1993 |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS | FEB 2009 |
| 52.223-6 | DRUG-FREE WORKPLACE | MAY 2001 |
| 52.223-15 | ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS | DEC 2007 |
| 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING | AUG 2011 |
| 52.224-1 | PRIVACY ACT NOTIFICATION | APR 1984 |
| 52.224-2 | PRIVACY ACT | APR 1984 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN 2008 |
| 52.225-19 | CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES | MAR 2008 |
| 52.225-25 | PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN— | DEC 2012 |

| | | |
|-----------|---|----------|
| 52.227-14 | REPRESENTATION AND CERTIFICATIONS RIGHTS IN DATA—GENERAL | DEC 2007 |
| 52.228-3 | WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) | APR 1984 |
| 52.228-7 | INSURANCE—LIABILITY TO THIRD PERSONS | MAR 1996 |
| 52.229-8 | TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS | MAR 1990 |
| 52.232-17 | INTEREST | OCT 2010 |
| 52.232-22 | LIMITATION OF FUNDS | APR 1984 |
| 52.232-23 | ASSIGNMENT OF CLAIMS | JAN 1986 |
| 52.232-25 | PROMPT PAYMENTS ALTERNATE I | OCT 2008 |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER —CENTRAL CONTRACTOR REGISTRATION. | OCT 2003 |
| 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS | JUN 2013 |
| 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 |
| 52.237-3 | CONTINUITY OF SERVICES | JAN 1991 |
| 52.242-1 | NOTICE OF INTENT TO DISALLOW COSTS | APR 1984 |
| 52.242-2 | PRODUCTION PROGRESS REPORTS. | APR 1991 |
| 52.242-4 | CERTIFICATION OF FINAL INDIRECT COSTS | JAN 1997 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.242-15 | STOP-WORK ORDER ALTERNATE I | APR 1984 |
| 52.243-2 | CHANGES--COST REIMBURSEMENT ALTERNATE I | AUG 1987 |
| 52.243-7 | NOTIFICATION OF CHANGES | APR 1984 |
| 52.244-2 | SUBCONTRACTS | OCT 2010 |
| 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC 1996 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | OCT 2014 |
| 52.245-1 | GOVERNMENT PROPERTY | APR 2012 |
| 52.246-5 | INSPECTION OF SERVICES—COST-REIMBURSEMENT | APR 1984 |
| 52.246-25 | LIMITATION OF LIABILITY--SERVICES | FEB 1997 |
| 52.247-63 | PREFERENCE FOR U.S.-FLAG AIR CARRIERS | JUN 2003 |
| 52.248-1 | VALUE ENGINEERING | OCT 2010 |
| 52.249-6 | TERMINATION (COST-REIMBURSEMENT) | MAY 2004 |
| 52.249-14 | EXCUSABLE DELAYS | APR 1984 |
| 52.253-1 | COMPUTER GENERATED FORMS | JAN 1991 |

| NUMBER | TITLE | DATE |
|---------------|--------------|-------------|
|---------------|--------------|-------------|

AIDAR (48 CFR Chapter 7)

| | | |
|------------|--|----------|
| 752.202-1 | DEFINITIONS | |
| 752.204-2 | SECURITY REQUIREMENTS | |
| 752.225-71 | LOCAL PROCUREMENT | FEB 1997 |
| 752.209-71 | ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD | JUN 1993 |

| | | |
|------------|---|----------|
| 752.211-70 | LANGUAGE AND MEASUREMENT | JUN 1992 |
| 752.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS | |
| 752.225-71 | LOCAL PROCUREMENT | FEB 1997 |
| 752.227-14 | RIGHTS IN DATA – GENERAL | OCT 2007 |
| 752.228-7 | INSURANCE-LIABILITY TO THIRD PERSONS | |
| 752.231-71 | SALARY SUPPLEMENTS FOR HG EMPLOYEES | OCT 1998 |
| 752.242-70 | PERIODIC PROGRESS REPORTS | OCT 2007 |
| 752.245-70 | GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS | |
| 752.245-71 | TITLE TO AND CARE OF PROPERTY | APR 1984 |
| 752.7001 | BIOGRAPHICAL DATA | JUL 1997 |
| 752.7002 | TRAVEL AND TRANSPORTATION | JAN 1990 |
| 752.7005 | SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS | SEP 2013 |
| 752.7006 | NOTICES | APR 1984 |
| 752.7008 | USE OF GOVERNMENT FACILITIES OR PERSONNEL | APR 1984 |
| 752.7010 | CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY | APR 1984 |
| 752.7011 | ORIENTATION AND LANGUAGE TRAINING | APR 1984 |
| 752.7013 | CONTRACTOR - MISSION RELATIONSHIPS | OCT 1989 |
| 752.7014 | NOTICE OF CHANGES IN TRAVEL REGULATIONS | JAN 1990 |
| 752.7015 | USE OF POUCH FACILITIES | JUL 1997 |
| 752.7018 | HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES | JAN 1999 |
| 752.7025 | APPROVALS | APR 1984 |
| 752.7027 | PERSONNEL | DEC 1990 |
| 752.7028 | DIFFERENTIALS AND ALLOWANCES | JUL 1996 |
| 752.7029 | POST PRIVILEGES | JUL 1993 |
| 752.7031 | LEAVE AND HOLIDAYS | OCT 1989 |
| 752.7033 | PHYSICAL FITNESS | JUL 1997 |
| 752.7035 | PUBLIC NOTICES | DEC 1991 |

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

<https://www.acquisition.gov/far/loadmainre.html>

<http://www.usaid.gov/index.html>

I.3 REPRESENTATION BY CORPORATION REGARDING A DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION (Deviation OAA-DEV-14-02c) (August 2014)

(a) In accordance with section 7073 of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) “Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”; or

(2) Has any “unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”.

For the purposes of section 7073, it is USAID’s policy that no award may be made to any corporation covered by (1) or (2) above, unless the M/OAA Compliance Division has made a determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror Representation:

(1) The Offeror represents that it is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) The Offeror represents that it is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

END OF SECTION I

SECTION J – LIST OF DOCUMENT LINKS, EXHIBITS AND OTHER ATTACHEMENTS

| Attachments | TITLE |
|--------------------|---|
| J.1 | USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET |
| J.2 | BUDGET TEMPLATE |
| J.3 | BRANDING AND MARKING TEMPLATE |
| J.4 | PAST PERFORMANCE QUESTIONNAIRE |

| Description | LINKS |
|--------------------------------------|---|
| Agency Marking and Branding Guidance | http://www.usaid.gov/branding/acquisition-awards |
| ADS 320 | http://www.usaid.gov/sites/default/files/documents/1868/320.pdf |

END OF SECTION J

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

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.

| <u>NUMBER</u> | <u>TITLE</u> | <u>DATE</u> |
|---------------|---|-------------|
| | 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 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is \$14 Million.

(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 clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA 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 ORCA 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 clause at 52.204-7, Central Contractor Registration.

(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.

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 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 Sanctioned Activities Relating to Iran—Representation and Certification. 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:

(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 Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA 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 ORCA.

K.3 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax

because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(a) Definitions. As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative

Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—

- (A) The payment of a monetary fine or penalty of \$5,000 or more; or
- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

K.5 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCTOBER 2008)

- (a) Any contract in excess of \$650,000 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 will 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 will indicate by checking the box below. Checking the box below will 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 will 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.6 FAR 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The Offeror will check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the Offeror checked "Yes" above, the Offeror will—

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.7 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

- (a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor will include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

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 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. _____

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 GENERAL INSTRUCTIONS TO OFFERORS

(a) Award. The U. S. Government anticipates awarding one contract as a result of this RFP. However, it reserves the right to make multiple awards, or to award none.

(b) RFP Instructions. If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be down-graded and not receive full or partial credit under the applicable evaluation criteria. If an Offeror does not understand the instructions in this RFP, then questions must be submitted by the due date for submission of all questions.

(c) USAID intends to provide the maximum flexibility to each Contractor to propose an innovative approach to achieve these results. Approaches must be feasible within time and resource constraints, specific to the Colombian context, sensitive to conflict and peace-building dynamics, and designed to mitigate potential conflict risks identified below.

(d) Impact Evaluation

The Artisanal Gold Mining (AGM) Program will be subject to a rigorous impact evaluation, fully compliant with the requirements of USAID's 2011 Evaluation Policy, which may be downloaded from the following web site: <http://www.usaid.gov/evaluation/>. Those who respond to this Request for Proposals (RFP) must be familiar with the content and requirements of this policy.

The Contractor will be required to cooperate with and facilitate the work of an independent contractor who will design and implement an impact evaluation of AGM. This cooperation will assist in producing a rigorous impact evaluation in accordance with USAID's Evaluation Policy capable of producing high-quality empirical evidence of project impacts and maximizing learning from AGM implementation.

(e) Accurate and Complete Information. Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

(f) Proposal Preparation Costs. The U.S. Government will not pay for any proposal preparation costs.

(g) Submission of Alternate Proposals. All Offerors will submit a proposal directly responsive to the terms and conditions of this RFP. If an Offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

(h) Proposals will remain available for acceptance by USAID for a minimum of one hundred and twenty (120) days.

(i) As part of the proposal, Offeror is encouraged to propose final indirect and direct close out rates as appropriate.

L.2 PROPOSAL SUBMISSION

(a) Signed and dated proposals in response to this RFP must be received by the Government on or before the date and time indicated on the cover page, or as amended. Offerors are reminded that e-mail is NOT instantaneous, in some cases delays of several hours occur from transmission to receipt. For this RFP the initial point of entry to the government infrastructure is USAID's Washington e-mail server. Offerors are strongly encouraged to review FAR 15.208.

- (b) All Questions relating to this RFP must be submitted to USAID Colombia/OAA at bogotausaidofficeaa@usaid.gov, with copies to the attention of Mr. Miguel Atuesta, Acquisition Specialist at matuesta@usaid.gov, on or before the date and time indicated on the cover page, or as amended. Offerors may not submit questions to any other USAID staff, including the technical office.
- (c) Only electronic proposal submissions will be accepted in response to this RFP and the following conditions must be observed:
- (i) The proposals must be addressed to USAID Colombia/OAA at bogotausaidofficeaa@usaid.gov, Mr. Miguel Atuesta, Acquisition Specialist (matuesta@usaid.gov) must be copied in the submission.
 - (ii) Submission e-mails may contain up to 8 attachments (8MB limit/email) per email. All documents attached must be compatible with MS Word 2010 and Excel 2010 in a MS Windows 7 operating environment. Offerors may also send an Adobe Acrobat portable document format (.pdf) files in lieu of Word documents. However, Offerors must follow closely all instructions related to Excel files. It is the offeror's responsibility to ensure that if .pdf files are submitted, they are compatible with Adobe Reader X (1984-2011). **ZIPPED FILE ATTACHMENTS WILL NOT BE ACCEPTED.**
 - (iii) Our preference is that each technical and each cost proposal be submitted as a single email attachment, e.g. consolidate the various parts of a technical proposal into a single document. But if this is not possible, please provide instructions on how the multiple parts are supposed to fit together, especially the sequence. If proposals are sent via multiple emails, please indicate in the subject line of the email whether the email relates to the technical or cost proposal, and the desired sequence of multiple emails, and of attachments (e.g. "no. 1 of 4", etc.). For example, if your firm's name is ABXY, and your cost proposal is divided and being sent in as two emails, the first email may have a subject line which says: "ABXY, SOL-514-15-000001 Artisanal Gold Mining Program, Cost Proposal, Part 1 of 2". If you do not do this clearly, we may not be sure of the correct order of the separate parts of your proposal.
- (d) Proposal Clarity – Your proposal must be specific, complete, and concise. The Offeror is urged to examine this RFP in its entirety, in order to ensure that the proposal contains all the necessary information, provides all required documentation and is complete in all respects since evaluation of the proposal will be based on the actual material presented and not on the basis of what is implied. The Technical Proposal provided in response to this RFP must address how the Offeror intends to achieve the stated objectives and the project's purpose as stated in the Performance Work Statement. It must also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. You must ensure that your Cost Proposal is consistent with your Technical Proposal in all respects.

L.3 PROPOSAL FORMAT

1. Proposals must be submitted in two (2) volumes: 1) TECHNICAL PROPOSAL (Includes Contractor Performance Information), and 2) COST/BUSINESS PROPOSAL.
2. The TECHNICAL PROPOSAL and COST/BUSINESS PROPOSAL must be kept separate from each other. The TECHNICAL PROPOSAL must not make reference to pricing data, in order that the technical evaluation may be made strictly on the basis of technical merit. However, names of individuals and their associated levels of effort must be part of the TECHNICAL PROPOSAL to indicate overall human resource inputs for the work.

3. Proposal Page Limitation:

- i. The following page limitations must be observed:

| <u>Proposal Section</u> | <u>Page Limitation</u> |
|-------------------------|------------------------|
| TECHNICAL PROPOSAL | 40 pages |
| COST/BUSINESS PROPOSAL | No page limit |

- ii. A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used. In addition, 8-point type is acceptable for graphics and tables provided that it is legible.
- iii. Cover page, title pages, dividers, tables of contents and a list of acronyms are excluded from the page counts specified in paragraph (i.) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to the information requested in paragraph (4) below.
- iv. If final revisions are requested, separate page limitations will be specified in the Government's request for that submission. Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government.
- v. The forty (40) Page Limitation stated above for the TECHNICAL PROPOSAL is **inclusive** of:
- Executive Summary (no more than 2 pages);
 - Technical Approach; and
 - Management Plan Approach and Capability

The following are to be included in the TECHNICAL PROPOSAL as an annex/exhibit and **will NOT** be subject to the forty (40) page limitation:

- Annex A: Illustrative Performance Management Plan
- Annex B: Past Performance Information
- Annex C: Key Personnel Resumés, Biodata Sheets, and Letters of Commitment
- Annex D: Letters of Commitment (subcontractors)
- Annex E: Staffing Pattern & Organizational Chart
- Annex F: Draft of a Gender and Minority Strategy
- Annex G: Subcontracting Plan*
- Annex H: Draft of Activity Fund Manual

*Please note, the following are USAID's Small Business Utilization Goals for FY 2014 and Offerors are encouraged to submit subcontracting plans that meet these goals.

This requirement does NOT apply to local Colombian organizations, as defined by ADS 201.

| Prime contracting goals for FY 2014 are as follows: | |
|---|--------|
| Small Business | 12.35% |
| Service Disabled Veteran Owned Small Business | 3.00% |
| Small Disadvantaged Businesses (includes Section 8(a)) | 5.00% |
| Woman-Owned Small Business | 5.00% |
| Historically Underutilized Business (HUB) Zone Small Business | 3.00% |

| | |
|---|--------|
| Subcontracting goals for FY 2014 are as follows: | |
| Small Business | 23.00% |
| Service Disabled Veteran Owned Small Business | 3.00% |
| Small Disadvantaged Businesses (includes Section 8(a)) | 5.00% |
| Woman-Owned Small Business | 5.00% |
| Historically Underutilized Business (HUB) Zone Small Business | 3.00% |

L.4 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

The Technical Proposal in response to this RFP will address how the Offeror intends to achieve the stated objectives and required results as specified in the Performance Work Statement. It must reflect a clear understanding of the objectives, the deliverables and the responsibilities of all parties involved. The information contained in Annexes must be reflected/referenced in the body of the proposals, without repetition.

A. FACTOR 1: TECHNICAL APPROACH

In addition to a brief (maximum 2-page) Executive Summary, the Technical Proposal must include the information set forth in the sub-factors below:

1. TECHNICAL IMPLEMENTATION

- a. Approach: Extent to which the overall approach demonstrates a clear plan that is creative, well-conceived, logical, technically sound, and feasible with an integration among activities that leads to achieving project objectives and results.
- b. Understanding: Extent to which the proposed technical approach reflects understanding of the Colombian context, realities and challenges.
- c. Performance Monitoring Plan (PMP): Extent of clarity, appropriateness, soundness, feasibility and specificity of the proposed PMP. The PMP will be evaluated based on the degree to which proposed targets, indicators reliably, validly and feasibly measure project progress and impact.
- d. Coordination: Extent to which approaches for partnering and coordinating with government counterparts, civil society organizations, private sector companies, other USAID development projects, and other donors’ local governance projects are meaningfully and realistically addressed.

2. KEY PERSONNEL

Key personnel will be assessed on the appropriateness of their academic background, expertise and years of experience working on project activities similar to their designated duties and responsibilities for this project. They will be assessed on their success in managing similar activities and tasks. The key personnel will be limited to three positions: the Chief of Party, Deputy Chief of Party and Activity Fund Manager.

3. MANAGEMENT

- a. Management Capacity: Extent to which the Offeror's proposal demonstrates:
 - i. An overall staffing plan with a majority of Colombian long- and short-term experts and staff who have the relevant experience, knowledge and skills related to their roles, in order to achieve program objectives. Expatriate and Colombian experts and staff will be evaluated based on the skill areas proposed and the relevance of their experience to the technical approach outlined in the proposal as well as on their academic background, expertise and years of related experience. For expatriate advisors, overseas experience, especially in Latin America and Colombia is required.
 - ii. Demonstrates ability to implement and administer a large activity fund;
 - iii. Plan to articulate how the management structure will support the technical approach to achieve results.
 - iv. Planning to attract and retain staff and sub-awardees.
 - v. Planning to attract private investment for the establishment of forestry plantations and its participation on the formalization of small miners.
 - vi. Planning for cost-effective home office support of proposed field operations.

- b. Logistical Structure: Extent to which the Offeror's proposal demonstrates a:
 - i. Plan to effectively and quickly launch the project by establishing and staffing a head office in Colombia (Bogota or Medellin) during the first thirty days of the award.
 - ii. Plan to establish departmental field offices expeditiously after award signing.
 - iii. Plan for rapid start-up of implementation activities in at least several municipalities in one or two departments within ninety days of award.
 - iv. Plan to manage a large, complex project operating in municipalities that includes logistics such as office space, transportation, inventory control and in country financing of staff and activities.
 - v. Plan to purchase/lease necessary equipment, vehicles and other items.
 - vi. Plan to implement the protocols outlined in section C 5 of the Performance Work Statement.

ANNEXES

Annex A: Illustrative Performance Management Plan (PMP)

The proposals must also be accompanied by an illustrative PMP that includes Objectives, Results, Deliverables, and targets for output/outcome indicators that will measure progress towards meeting the contract Objectives.

The PMP data must meet reasonable standards of validity, reliability, timeliness, precision and integrity, and be disaggregated by gender as appropriate and feasible.

Proposals must include a draft plan to conduct a baseline study for the targeted communities. Whereas the implementer will conduct the baseline at the beginning of the Project, USAID will conduct an independent assessment at the end of the Project to measure the results achieved.

Annex B: Past Performance Information

Please see J.4, Past Performance Questionnaire.

Annex C: Key Personnel Resumes, Bio Data Sheets, and Letters of Commitment

Resumes and Letters of Commitment should be included with the Technical Proposal, however Bio Data Sheets (which contain cost and pricing information), should be included with the Cost Proposal.

Annex D: Letters of Commitment (subcontractors)

If subcontractors will be utilized by the contractor, then Letters of Commitment must be included, signed by each.

Annex E: Staffing Pattern & Organizational Chart

The Offeror must include in this annex all positions that will be involved in this program, along with the responsibilities of each, including subcontractors. The lines of authority must also be clear and captured in an organizational chart.

Annex F: Gender and Minority Strategy

The Offeror must include in this annex any analysis conducted on gender, which then helped inform the technical approach and the design of the proposed activities.

Annex G: Subcontracting Plan

Annex H: Draft of a Activity Fund Manual

The Offeror must include a draft of an Activity Fund Manual which: i) Provides guidance on activity design; ii) Defines funding thresholds for Contracting Officer's Representative (COR) and Contracting Officer (CO) approval; iii) Establishes basic criteria for selection of award; and iv) Be in accordance with all USAID regulation.

Annex I: Grantmaking Experience Table

Grantmaking experience matrix showing last 5 years of grants, including the recipient, amount, and date of the grant awarded.

L.5 INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL

A. Terms/Conditions:

(1) Freedom of Information Act of 1981: Pursuant to this Act, the public is entitled to request information from Agency contract files. As a general rule, information will be disclosed except:

- (i) Information submitted in response to a request for proposal, prior to award of the contract or other instrument, or amendments thereto.
- (ii) Information properly classified or administratively controlled by the Government.
- (iii) Information specifically exempted from disclosure under the Freedom of Information Act. Upon award of contracts resulting from this solicitation, the Government will disclose, use or duplicate any information submitted in response to the solicitation to the extent provided in the contract and as required by the Freedom of Information Act.

(2) In case of any disagreements or discrepancies between the terms and conditions of this request for cost proposal and the FAR, the latter will prevail.

(3) The Offeror will follow the instructions contained in this request for Task Order cost proposal and supply all information and signatures/certifications, as required. Failure to furnish all information requested may disqualify a proposal.

(4) Offeror must set forth full, accurate and complete information as required by this request for cost proposal. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

B. Instructions:

The Cost Proposal must be presented in US dollars and submitted under a separate file from the Technical Proposal. The cost proposal must be in Excel 2010 and compatible with a MS Windows 7 operating environment. All cost calculations (where applicable) must be true self-calculating spreadsheets (formulated) and calculations and formulas must be visible. While there is no page limit, the Offeror is encouraged to be as concise as possible, but still provide the necessary detail to address the solicitation requirement.

A budget format to be used by offerors is provided as Attachment J2: Budget Template. The budget format to be submitted must be substantially similar to the one provided. It contains two worksheets – a Summary Budget and a Detailed Budget. For each component, the Offeror must provide a detailed budget (breakdown) with narratives explaining the basis for the estimate for each category of cost/input in sufficient detail to facilitate determination of cost reasonableness. Narratives should be submitted in Word or PDF format. The detailed budget must be rolled up in summary fashion into the line items provided in the Budget Template.

For the purpose of the cost proposal, Offeror must budget using an exchange rate of Colombian Pesos (COP) \$2,000.00/USD.

C. Content:

- (1) Proposed Costs/Prices Under requirements of the Federal Acquisition Regulation (FAR), the Contracting Officer is responsible for determining reasonableness of prices. It is expected that adequate price competition will be obtained under this RFTOP and that a determination of price reasonableness will be made in accordance with FAR 15.403-3. However, to establish cost realism, and the extent to which prices reflect performance addressed in the Technical Proposal, each Offeror must submit cost or pricing data or information other than cost or pricing data with its proposal pursuant to FAR 52.215-20, Alternate IV.

- a. The Offeror must fully comply with the requirements set forth in FAR 15.408, Table 15-2, I. General Instructions A, E, G and II. Cost. Include in your cost proposal sufficient detail to support and explain all costs proposed, giving figures and narrative explanation (A line-item narrative is requested for each of the budget line items included in the sample provided). This data must be submitted with your proposal.
- b. The cost proposal must be prepared in a manner consistent with your current accounting system. Provide a statement verifying that you have an approved Accounting System, including the approval date and the name of the reviewing office. List any other systems, such as estimating, purchasing, compensation, and budgeting that have been reviewed or are under review, showing the status, outstanding issues, approval date, and name of the reviewing office. Identify your cognizant U.S. Government Audit Office. If applicable, provide a copy of your most current Forward Pricing Rate Agreement, a statement on the status of your Cost Accounting Standards Disclosure Statement, and the status of any unresolved Cost Accounting Standard issues.
- c. USAID encourages the use of competitively awarded fixed price subcontracts for services that can be defined objectively and for which the risk of performance is manageable. Each cost-reimbursement, or sole source fixed price subcontract must be supported in a similar manner consistent with the instructions provided under L.6 INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL, (2) Proposed Costs/Prices. Prospective subcontractors may submit proprietary information and cost or pricing data directly to the Government no later than the date and time specified in the instructions for receipt of offers for this RFTOP.
- d. Identify, explain, and reconcile any differences between your cost proposal budget line items and/or rates and those budget line items and/or rates in your established accounting system. This establishes an audit trail from your proposal to your books and records.
- e. The Offeror must submit a detailed budget, per component, and budget narrative that supports item for item the cost estimates proposed in its detailed budget. The budget narrative must describe the nature of individual cost items proposed calculations and include a description of the source of that particular cost estimate (current market value, current catalogue price, current vendor price quotes, etc.). Narratives for the individual cost items must provide a discussion of any estimated escalation rates where applicable. Estimated costs proposed to exceed ceilings imposed by USAID or Federal procurement policy must be fully explained and justified.
- f. Salary and Wages: Direct salaries and wages must be proposed in accordance with the following:

- (A) For All Long-Term Professional Positions: a) The Offeror's certified Salary Range (see Section H.8), which must include the responsibilities associated with the position, along with the minimum requirements sought for that position; and b) The selected candidate's salary history as certified in the Biographical Data Sheets (see EXHIBIT J.1 or the electronic forms that may be obtained at <http://www.usaid.gov/forms>), which will determine where the candidate's salary will fall within the appropriate salary range. Section H.8 also discusses salary escalations. Such escalations must bear in mind the top range of the scale for the position, as over the life of the project, the maximum salary may not exceed the maximum end of that range, unless the candidate is promoted and takes on higher responsibilities. As indicated in the budget template, the Offeror must separate expatriate and cooperating country national labor categories for all staff.
- (B) For All Other Long-Term Positions: The salaries and wages proposed must be in line with the market value of such positions, commensurate with the responsibilities of the position.
- (C) For Short-Term Technical Assistance (Consultants): The Offeror must submit a Pay Scale for these positions, which will include the level of expertise (e.g., Junior, Mid-Level, Senior), along with the responsibilities and the qualifications sought for each level.
- (D) Administrative costs for Grants under Contracts must be included in a separate sub-line item under Other Direct Costs.
- ii. Fringe Benefits: The fringe rate (if any) must be consistent with the Offeror's policies and the applicable regulations and policies established by the U.S. Department of State.
- iii. Travel, Transportation, and Per Diem: The proposal must indicate the number of trips, domestic and international, and the estimated costs per trip. Specify the origin and destination for each proposed trip, duration of travel, and number of individuals traveling. Per Diem must be based on the Offeror's normal travel policies (Offerors may choose to refer to the Federal Standardized Travel Regulations for cost estimates). Offeror's must review all regulations related to Business Class Travel for Contractor's Employees and base cost/business proposals on current regulations.
- iv. Procurement: The Offeror must submit a list of proposed non-expendable property purchases. Specify all equipment to be purchased, including the type of equipment, the manufacturer, the unit cost, the number of units to be purchased and the expected geographic source. Goods and services provided by the Offerors under this USAID-financed award are subject to the 937 Geographic Code.
- v. Equipment and Supplies: Specify all other equipment, materials and supplies expected to be purchased, including type, unit cost, and units.
- vi. Communications: Specific information regarding the type of communication cost at issue (i.e. mail, telephone, cellular phones, internet etc.) must be included in order to allow an assessment of the realism and reasonableness of these costs. This section should also specify the Branding and Marking costs.

- vii. Subcontracts (to include Security/Life Support, per paragraph (ix.) below): Information sufficient to determine the reasonableness of the cost/price of each specific subcontract and consultant expected to be hired must be included. Also be sure to include the rationale for the type of subcontract chosen. USAID highly encourages firm fixed price contracts wherever possible, or other types as appropriate in order to ensure maximum incentive for control of costs and performance based on deliverables. Time and Material, or Labor Hour contracts will not be consented to.
- viii. Grants under Contracts: USAID anticipates a Grants Fund in the amount of \$10,500,000. The Contractor will determine the appropriate mix of direct technical assistance that it provides and that sub-grantees/contractors provide (when those organizations have a comparative advantage) in order to achieve contract objectives. The prime contractor will have the flexibility to propose for USAID/Colombia's approval the appropriate instrument for a sub-activity (i.e., grant or contract), consistent with the criteria and guidance set out in the USAID-approved grants manual (see "Grants Fund" section). The duration of the sub-instruments will vary depending on the sub-activity and sub-partner. Some may run for the duration of the project; others may be shorter-term.
- ix. Allowances: Allowances must be broken down by specific type and by person. Allowances must be in accordance with the Offeror's policies and the applicable regulations and policies established by the U.S. Department of State.
- x. Security: USAID encourages offerors to seek out turnkey or end-to-end solutions for their security and/or life support needs. Such solutions may include: provision of armored vehicles, labor for guard forces, barricades, security equipment, as well as other miscellaneous cost which directly benefit the program, often including life support. See (10) below for additional information regarding adequate security costs documentation.
- xi. Office Rent: Specific information regarding the cost of any facilities needed to perform program activities. The information provided must identify the location, the unit cost (rent), the time period the facilities are needed and the number of facilities. Only facilities that directly benefit the program activities must be included in this category; all other facility costs must be included in the indirect cost category.
- xii. Other Direct Costs: This includes report preparation costs, passports and visas fees, medical exams and inoculations, insurance (other than insurance included in the Offeror's fringe benefits), as well as any other miscellaneous costs, which directly benefit the program proposed by the Offeror. The narrative must provide a breakdown and support for all other direct costs. For seminars, workshops and conferences, the Offeror must indicate the subject, venue and duration of proposed conferences and seminars, their relationship to the program objectives, along with estimates of costs. Also, offerors must reflect costs for environmental compliance implementation and monitoring.
- xiii. Indirect Costs: The indirect costs proposed must be consistent with with the Offeror's policies and the applicable regulations and policies established by the U.S. Department of State. For local organizations that have an internally defined indirect cost rate, a provisional rate of 10% can be utilized.
- xiv. Fee: The Offeror must submit a fixed fee schedule as part of their cost application.

(2) Evidence of Responsibility

The Offeror must submit sufficient evidence of responsibility for the contracting officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1.

If the Offeror fails to submit sufficient evidence for the contracting officer to make an affirmative determination of responsibility, then the contracting officer may make a determination of non-responsibility and be precluded from awarding a contract to that Offeror. However, in the case of a small business Offeror, the contracting officer will comply with FAR 19.6. Accordingly, prime Offerors must seriously address each element of responsibility. To be determined responsible, a prospective contractor must:

- a. Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));
- b. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
- c. Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective contractor will not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;
- d. Have a satisfactory record of integrity and business ethics;
- e. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors). (See FAR 9.104-3(a));
- f. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)); and
- g. Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, Small Business Subcontracting, etc.).

(3) Letters of Commitment (Subcontractors)

The Cost/Business Proposal must include a letter, on subcontractor letterhead, and signed by an authorized representative of each major subcontractor, which specifically indicates the subcontractor's agreement to be included in the Offeror's proposed teaming arrangement.

(4) Biographical Data Sheets and Individual Letters of Commitment

The offeror must submit completed Contractor Employee Biographical Data Sheets (See Exhibit J.1 of this solicitation) for each long-term individual (other than clerical/secretarial) whose salary will be charged as a direct cost to the contract.

The Offeror will propose which positions/individuals are considered key/essential to the work to be performed. The form must be signed by the individual and the Offeror (or subcontractor) in the appropriate spaces with all blocks completed. Consulting fees must clearly specify the number of days for each consultancy. If the individual is on an appointment of less than 12 months (*e.g.*, an academic year appointment for a university faculty member), the form must indicate the number of months in the appointment period. Use of Biographical Data Sheets which are more than three months old is not acceptable. Biographical Data Sheets must be presented in alphabetical order, by the individual's surname, regardless of whether the individual is to be furnished by the prime contractor or a subcontractor. If the form reflects only the highest salary of the most recent employer, the date when such salary went into effect must be indicated. If continuation sheets are used, each must contain the individual's name, signature, and date. A SIGNED letter of commitment is required from each long-term individual indicating his/her: (a) availability to serve in the stated position, in terms of days after award; and (b) intention to serve for a stated term of the service. The letter of commitment must specify the length of commitment to the position.

(5) Information to Support Consent to Major Subcontractors

If any subcontractors are proposed, then the Offeror must address each of the elements in FAR 44.202-2 in order for proposed subcontractors to be considered by the contracting officer for consent of subcontractors to be granted with the task order .

(6) Adequate Security Costs Documentation

Offeror must detail all proposed security costs elements, in order to allow the CO to perform a cost realism analysis of proposed security costs. Security costs documentation must be presented in a consistent format to allow the conduction of meaningful comparison and cost realism analysis. The following are some examples of possible security cost breakout elements:

- Personal Security Detail;
- Security and Security – Related Communications Equipment;
- Security Training;
- Static Guard Services;
- Fully Armored Vehicles and/or Light Armored Vehicles, (If properly authorized and in accordance with ADS 563);
- Personal Protection Equipment such as helmets, flak jackets; and/or
- Security Modifications to Residential and Office Facilities, including but not limited to protective barriers, e.g. blast walls.

(7) Other Price and Cost Detail Instructions

The proposed cost for five years must be based on the information set forth above. These estimates are for proposal and selection purposes only and are not a guarantee for any contract that may be awarded.

All cost and pricing information must be submitted in a format consistent with the Task Order's four-year and six month period of performance with details by contract year, component and in total. The prime Contractor and any significant direct labor subcontractor(s) (One whose proposed cost exceeds US\$1,000,000.00) must submit other than cost and pricing information to support their proposal(s) using the format contained in Section J as Exhibit 4.

(8) Branding Implementation Plan and Marking Plan

The Offeror must prepare a Branding Implementation Plan describing how it will implement the Branding Strategy provided in Section D.2. The Branding Implementation Plan must describe how the program will be promoted to beneficiaries and host country citizens and must contain information substantially similar to the template provided in Section J, Exhibit 4, Branding Implementation Plan and Marking Plan.

The Offeror must prepare a Marking Plan that will enumerate all of the public communications, commodities and program materials that visibly bear or will be marked following the guidance in the Branding Strategy provided in Section D. The Marking Plan must contain information substantially similar to the template provided in Section J, Exhibit 4, Branding Implementation Plan and Marking Plan.

END OF SECTION L

SECTION M – EVALUATION FACTORS FOR AWARD

EVALUATION CRITERIA

Technical applications will be evaluated according to the following criteria using an adjectival scoring system. Offerors should note that these criteria serve to: (a) identify the significant matters which should be addressed in proposals; and (b) set the standard against which all proposals will be evaluated. In order to facilitate the review of proposals, submissions should be organized along the lines of the selection criteria below. After the final evaluation of the proposals, the Contracting Officer will make the award to the Offerors whose proposal offers the “best value” to the Government, considering both technical and cost factors. Technical, cost and other factors will be evaluated relative to each other, as described herein.

The criteria below reflect the requirements of this particular solicitation.

Basic Evaluation Criteria to be considered responsive to the solicitation (applied to all proposals):

1. Year 1 Initial Work Plan covering the first 12 months after award.
2. Approach toward Environmental compliance.
3. Fully executed budget with summary cover of line items for the master financial budget. Secondary budget that shows expenditures by individual activity.
4. Detailed Budget Narrative. Adherence to the \$10,500,000 rule for the Activity Fund.
5. Fully executed Biographical Data Sheets for key personnel as well as letters of commitment from proposed key personnel. Curriculum vitae are required for all professional positions where a position description is included in this RFTOP. The aforementioned documents can be included in an annex.
6. Grantmaking experience matrix showing last 5 years of grants, including the recipient, amount, and date of the grant awarded.

Criteria for Consideration by the Technical Evaluation Committee.

Each factor will be judged by the accompanying sub-factors.

Factors and sub factors below are ranked in order of descending importance.

I. Technical

A. Technical Approach:

1. Approach: Extent to which the overall approach demonstrates a clear plan that is creative, well-conceived, logical, technically sound, and feasible with an integration among activities that leads to achieving project objectives and results.
2. Understanding: Extent to which the proposed technical approach reflects understanding of the Colombian context, realities and challenges.
3. Coordination: Extent to which approaches for partnering and coordinating with government counterparts, civil society organizations, private sector companies, other USAID

development projects, and other donors' local governance projects are meaningfully and realistically addressed.

4. Performance Monitoring Plan (PMP): Extent of clarity, appropriateness, soundness, feasibility and specificity of the proposed PMP. The PMP will be evaluated based on the degree to which proposed targets, indicators reliably, validly and feasibly measure project progress and impact.

B. Key Personnel

Key Personnel: Key personnel will be assessed on the appropriateness of their academic background, expertise and years of experience working on project activities similar to their designated duties and responsibilities for this project. They will be assessed on their success in managing similar activities and tasks. The key personnel will be limited to three positions: the Chief of Party, Deputy Chief of Party and Activity Fund manager.

C. Management & Logistics:

1. Management Capacity: Extent to which the Offeror's proposal demonstrates:
 - A. An overall staffing plan with a majority of Colombian long- and short-term experts and staff who have the relevant experience, knowledge and skills related to their roles, in order to achieve program objectives. Expatriate and Colombian experts and staff will be evaluated based on the skill areas proposed and the relevance of their experience to the technical approach outlined in the proposal as well as on their academic background, expertise and years of related experience. For expatriate advisors, overseas experience, especially in Latin America and Colombia is required.
 - B. Demonstrates ability to implement and administer a large Activity Fund;
 - C. Plan to articulate how the management structure will support the technical approach to achieve results.
 - D. Planning to attract and retain staff and sub-awardees.
 - E. Demonstrates staff capacity, knowledge and experience in attracting private investment for the establishment of forestry plantations and its participation on the formalization of small miners.
 - F. Planning for cost-effective home office support of proposed field operations.
2. Logistical Structure: Extent to which the Offeror's proposal demonstrates a:
 - A. Plan to effectively and quickly launch the project by establishing and staffing a head office in Colombia (Bogota or Medellin) during the first thirty days of the award.
 - B. Plan to establish departmental field offices expeditiously after award signing.
 - C. Plan for rapid start-up of implementation activities in at least several municipalities in one or two departments within ninety days of award.

D. Plan to manage a large, complex project operating in municipalities that includes logistics such as office space, transportation, inventory control and in country financing of staff and activities.

E. Plan to purchase/lease necessary equipment, vehicles and other items.

F. Plan to implement the protocols outlined in section C 5 of this PERFORMANCE WORK STATEMENT.

D. Past Performance

1. Past performance that demonstrates sound financial and programmatic management practices running complex projects with a similar mix of activities and achieving sustainable results based on the following sub-criteria. The sub-criteria below are all of equal importance.
 - A. Quality of product or service, including consistency in meeting goals/targets.
 - B. Cost control, including forecasting costs, and accuracy in financial reporting.
 - C. Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient completion of tasks.
 - D. Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including coordination among sub-contractors and host country partners, cooperative attitude in remedying problems, and timely completion of all administrative requirements.
 - E. Customer satisfaction with performance, including end user or beneficiary wherever possible.
 - F. Effectiveness of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified.
 - G. Prime offerors who are not small business concerns will be evaluated on their performance in using small business concerns as sub-contractors, joint ventures, and other teaming arrangements.
 - H. Past performance in providing and retaining proposed key personnel. The proposal must include an Annex listing (in chart form) all USAID awards given to the applicant in the past three years that required the placement of key long-term personnel. The chart must include the following data points: name of USAID CTO/COR, name of USAID Mission, key personnel proposed, key personnel actually fielded upon award, replacement key personnel – if any, and the reason for the replacement.
2. Past performance information will be used for both the responsibility determination and best value decision. USAID may use past performance information obtained from other than the sources identified by the Offeror. USAID will utilize existing databases of contractor

performance information and solicit additional information from references provided to assess past performance.

3. If the past performance information contains negative information on which the Offeror has not previously been given an opportunity to comment, USAID will provide the Offeror an opportunity to comment on it prior to its consideration in the evaluation, and any Offeror comment will be considered with the negative performance information.
4. 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.
5. In cases where an Offeror lacks relevant performance history, information on performance is not available; or an Offeror is a member of a class of applicants where there is provision not to rate the class against a sub-factor, then the Offeror will not be evaluated favorably or unfavorably on performance. The "neutral" rating assigned to any Offeror lacking relevant performance history is a score commensurate with the percentage of points received vs. possible points. An exception to this neutral rating provision: the non-small businesses prime with no history of sub-contracting 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 past performance.

Cost Proposal

Cost/Price is not an evaluation factor, however as technical scores become closer, cost plays more of a factor. The Offeror's proposed cost/price for the contract will be evaluated for cost realism. In this solicitation, it is expected that competition will establish cost reasonableness and that comparison of Applicants' proposed costs will satisfy the requirement to perform cost analysis. However, in view of the critical importance of this requirement, USAID reserves the right to examine cost proposals for completeness, and/or realism to the extent it deems necessary and appropriate. Any lack of cost realism, unreasonableness, or imbalance in price may be considered in the determination of best value.

DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

1. **Competitive Range:** 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. In that 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.

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

Evaluation System:

The technical evaluation committee will use an adjectival rating system to assess the technical criteria and sub-criteria and the technical proposal as a whole.

END OF SECTION M