



USAID | COLOMBIA

FROM THE AMERICAN PEOPLE

Date Issued: **January 5, 2015**
Questions Due date and time: **January 20, 2015 3:00 P.M. (Local Colombian Time)**
Bidder's Conference: **January 27, 2015 8:00 A.M Hotel TRYP Bogota
Av. Cll 24 No. 51-41**
Closing Date and time: **March 5, 2015 3:00 P.M. (Local Colombian Time)**
Subject: **SOL-514-15-000003 (Rural Financial Services)**

Dear Sir/Madam:

The United States Government, represented by the United States Agency for International Development (USAID)/Colombia, is seeking the services of a Contractor for a Cost Plus Fixed-Fee (CPFF) completion type award for a period of five years to improve inclusive financial intermediation in selected conflictive areas to promote the provision of market-based rural financial services for micro, small and medium size producers and businesses.

Electronic Responses are required (See Section L). Please submit your Proposals to the e-mail addresses below by **March 5, 2015 3:00 P.M. (Local Colombian Time)**. Receipt by any one of these two addressees will constitute timely receipt for this Request for Proposal (RFP). **Receipt time is when the Proposal is received by AID/Washington internet server.** The addresses for the receipt of proposals are: pcubillos@usaid.gov and emarkovs@usaid.gov. Hand delivered proposals (including commercial courier) and facsimile transmission will not be accepted.

The Technical Proposal has a strict **forty (40)** page limit. Offerors are advised that any pages exceeding this limit will not be evaluated. Offerors are reminded that the Evaluators have to be able to read the proposals, so presentation and legibility are crucial.

Interested firms can register and use the Interested Vendor List (IVL) accessible through this solicitation on www.FedBizOpps.gov, so that firms can contact one another for consideration of teaming arrangements and/or small business subcontracting opportunities in response to this solicitation.

Exclusivity agreements with local organizations and individuals are strongly discouraged by USAID. This RFP does not obligate the United States Government to award a contract, nor does it commit USAID to pay for any costs incurred in the preparation or submission of proposals. USAID reserves the right to award this contract without discussions.

Sincerely yours,

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

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 2	PAGES 134
2. CONTRACT NUMBER		3. SOLICITATION NUMBER SOL-514-15-000003		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED
7. ISSUED BY Office of Acquisition and Assistance (OAA) USAID/Colombia Unit 3030 Box 5101 DPO AA 34004		CODE 514		8. ADDRESS OFFER TO (If other than Item 7)		
6. REQUISITION/PURCHASE NUMBER REQ-514-14-000070						

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

SOLICITATION

9. Sealed offers in original and N/A copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See SECTION L until _____ (Hour) _____ (Date) local time _____.

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

10. FOR INFORMATION CALL:	A. NAME Paula Cubillos	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS pcubillos@usaid.gov emarkovs@usaid.gov
		AREA CODE 011/57-1	NUMBER 275-4175	EXT.

11. TABLE OF CONTENTS

See Attached Table of Contents

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE					
X	G	CONTRACT ADMINISTRATION DATA		X	L	INSTR., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS		X	M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT \$.00	21. ACCOUNTING AND APPROPRIATION See G.6 ACCOUNTING AND APPROPRIATION DATA		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY Controller's Office USAID/Colombia Unit 3030, Box5101 DPO AA 34004 bogotausaidofmpayments@usaid.gov		CODE 514	
26. NAME OF CONTRACTING OFFICER (Type or print) Harvey Eichenfield		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE

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

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BUDGET TEMPLATE

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<http://www.fedbizopps.gov/>

ATTACHMENT 4

U.S. MISSION COLOMBIA LOCAL COMPENSATION SALARY TABLE

Electronic version is uploaded as a separate Adobe Acrobat (pdf) file in
<http://www.fedbizopps.gov/>

ATTACHMENT 5

OLGOONIK, ACCESS TO FINANCIAL SERVICES IN RURAL AREAS –
MARKET STUDY, JULY 2014

Electronic version is uploaded as a separate Adobe Acrobat (pdf) file in:
<http://www.fedbizopps.gov/>

Electronic version can also be found in:

<https://dec.usaid.gov/dec/content/Detail.aspx?ctID=ODVhZjk4NWQtM2YyMi00YjRmLTkxNjktZTcxMjM2NDBmY2Uy&rID=MzU1ODE5>

ATTACHMENT 6.a

UT ECONOMETRIA MARULANDA CONSULTORES, ASSESSMENT OF
RURAL AND AGRICULTURAL FINANCIAL SERVICES IN COLOMBIA,
AUGUST 2014

ATTACHMENT 6.b

UT ECONOMETRIA MARULANDA CONSULTORES, ESTUDIO DE
SERVICIOS FINANCIEROS RURALES Y AGRICOLAS EN COLOMBIA,
AGOSTO 2014

Electronic versions are uploaded as a separate Adobe Acrobat (pdf) file in
<http://www.fedbizopps.gov/>

Electronic versions in English and Spanish can also be found in:

<https://dec.usaid.gov/dec/content/Detail.aspx?ctID=ODVhZjk4NWQtM2YyMi00YjRmLTkxNjktZTcxMjM2NDBmY2Uy&rID=MzU0MDI2>

ATTACHMENT 7.a

OLGOONIK, USAID SUPPORT FOR FINANCIAL DEVELOPMENT IN
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ATTACHMENT 7.b

OLGOONIK, APOYO DE USAID AL DESARROLLO FINANCIERO EN
COLOMBIA 2004-2013, NOVIEMBRE 2014

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<https://dec.usaid.gov/dec/content/Detail.aspx?ctID=ODVhZjk4NWQtM2YyMi00YjRmLTkxNjktZTcxMjM2NDBmY2Uy&rID=MzU1ODIw>

USEFUL LINKS:

1. DOING BUSINESS WITH USAID: <http://www.usaid.gov/work-usaid/get-grant-or-contract/trainings-how-work-usaid>
2. US AGENCY FOR INTERNATIONAL DEVELOPMENT: <http://www.usaid.gov>
3. USAID AUTOMATED DIRECTIVES SYSTEM (ADS): www.usaid.gov/pubs/ads.
- 4.. SF-1034 FORM (VOUCHER FOR PUBLIC SERVICES OTHER THAN PERSONAL):
<http://www.usaid.gov/sa/usaisa/sf1034.pdf>

ACRONYMS AND DEFINITIONS

ADS	Automated Directive Systems
BEO	Bureau Environment Officer
CAF	Corporacion Andina de Fomento
CCN	Cooperating Country Nationals
CDCS	Country Development Cooperation Strategy
CELI	Consolidation and Enhanced Livelihoods Initiative
CO	Contracting Officer
COP	Chief of Party
COR	Contracting Officer's Representative
CPFF	Cost Plus Fixed Fee
CPM	Connecting Producers to Markets
CST	Contractor Salary Threshold
DCOP	Deputy Chief of Party
DCA	Development Credit Authority
DDL	Development Data Library
DEC	Development Experience Clearinghouse
DO	Development Objective
EA	Environmental Assessment
EEO	Equal Employment Opportunity
ELN	Ejército de Liberacion Nacional
EMMP	Environmental Monitoring and Mitigation Plan
ERF	Environmental Review Form
FAR	Federal Acquisition Regulation
FARC	Revolutionary Armed Forces of Colombia
FINAGRO	Financiamiento del Sector Agropecuario
FSC	Financial Superintendence of Colombia
GDP	Gross Domestic Product
GOC	Government of Colombia
GUC	Grant Under Contract
IADB	Inter-American Development Bank
IEE	Initial Environmental Examination
IFC	International Finance Corporations
IVL	Interested Vendor List
LAC	Latin American and Caribbean Region
LCP	Local Compensation Plan
LGTTBI	Lesbian, Gay, Bisexual, Transgender and Intersex
LTTA	Long Term Technical Assistance
MIDAS	More Investment for Sustainable Alternative Development
MOU	Memorandum of Understanding
NGO	Non-governmental organization
PEA	Programmatic Environmental Assessment
PIF	Private Financial Intermediaries
PWS	Performance Work Statement
RCE	Request for Categorical Exclusion

RCT	Randomized Control Trial
RFP	Request for Proposal
RFS	Rural Financial Services
SB	Small Business
SES	Superintendence of Solidarity Economy
SFA	Senior Financial Advisor
STTA	Short Term Technical Assistance
TCN	Third Country Nationals

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

USAID/Colombia plans is seeking assistance for a five-year project (2015 – 2020) in the range of USD \$20 – \$23 Million that will improve inclusive financial intermediation in selected conflictive areas to promote the provision of market-based rural financial services for micro, small and medium size producers and businesses. Through rural financial services, the project intends to reduce the exclusion of certain sectors of the population and improve the conditions for economic growth which are critical in reducing poverty and inequality that are the root causes of the internal conflict.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) completion contract. For the consideration set forth below, the Contractor must provide the deliverables or outputs described in Sections C and F in accordance with the performance standards specified in Sections C and F.

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

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is _____. The fixed fee, if any, is _____. The estimated Cost Plus Fixed-Fee, if any, is _____.

(b) Within the estimated Cost Plus Fixed-Fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is _____. The Contractor must not exceed the aforesaid obligated amount.

(c) Funds obligated hereunder are anticipated to be sufficient through TBD.

B.4 INDIRECT COSTS (DEC 1997)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs will be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
		1/	1/	1/

2/ 2/ 2/
3/ 3/ 3/

- 1/Base of Application:
Type of Rate: Predetermined
Period:
- 2/Base of Application:
Type of Rate: Predetermined
Period:
- 3/Base of Application:
Type of Rate: Predetermined
Period:

B.5 COST REIMBURSABLE

The U.S. dollar costs allowable will be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

B.6 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 cancelation ceiling will be the amount allotted to this contract under the Limitation of Funds clause (FAR 52.232-22) 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
RURAL FINANCIAL SERVICES¹ PROJECT (RFS)**

C.1. PURPOSE

USAID/Colombia plans to launch a five-year project (2015 – 2020) that will improve inclusive financial intermediation in selected conflictive areas to promote the provision of market-based rural financial services for micro, small and medium size producers and businesses. Through rural financial services, the project intends to reduce the exclusion of certain sectors of the population and improve the conditions for economic growth which are critical in reducing poverty and inequality that are the root causes of the internal conflict.

Adequate access to financial services is critical for achieving inclusive rural economic growth. There is increasingly robust evidence² that access and use of appropriate financial services improves household welfares and spurs household enterprise activity, offering greater opportunities and choices to poor families.

The program consists of three main components:

1. Improved Rural Financial Intermediation
2. Reduced Barriers to Rural Financial Services
3. Modernized Financial Environment

By the end of the program, expected results include the following:

- At least 200,000 new clients in marginalized rural areas of Colombia with a total disbursement of at least \$500 million in formal financial services.
- Selected financial intermediaries with strengthened capacity.
- At least 85% utilization of a USAID DCA guarantee and similar DCA mechanism developed tailored to Colombian needs in rural marginalized areas.
- At least 10 new or improved financial products or services developed with high potential to be scaled up, including but not limited to value chain finance and insurance.
- Knowledge products disseminated with key Colombian financial sector actors including PFIs, government entities and other donors.

USAID/Colombia welcomes proposals from any offeror, including Local organizations³ to

¹ The term rural financial services involve financial services (not just credit) provided to agricultural and non-agriculture entrepreneurs and rural households. These may involve micro, small and medium enterprises.

² Consultive Group to Assist the Poor (CGAP), FY 2014-2018, Advancing Financial Inclusion to Improve the Lives of the Poor.

³ 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.

achieve the goals for this program. This also includes proposals that reflect alliances or teaming approaches between different types of organizations. USAID expects that offerors will have equal access to all local organizations needed for this contract, and strongly discourages exclusivity agreements with local organizations.

C.2. BACKGROUND

Colombia with a population of more than 48 million persons is emerging from decades of internal conflict. It is a middle-income country with the third largest economy in Latin America after Brazil and Mexico. According to the World Bank, the country's estimated 2013 Gross Domestic Product (GDP) stood at \$378.33 billion with per capita GDP of \$7,830. Despite the internal conflict the economy has grown at an average of 4.3% from 2009 to 2013 and foreign direct investment has grown tenfold during the same period. Colombia's development however has been hampered by the internal conflict and the deep inequalities that are more evident in the rural regions. The Gini coefficient, which measures inequity on a scale of zero to one, stands at 0.539 placing Colombia at number 19 among the world's most unequal countries (and seventh in Latin America). Land ownership is highly unequal with just 1.2% of the population controlling 52% of the land. Furthermore, the latest figures show that one-third of Colombians are poor (living on less than \$2 a day) and 10% are extremely poor (living on less than \$1.25 a day). Extreme poverty in rural areas is much worse, at 23%. And the geography of the conflict has meant that vulnerable groups living in those areas, particularly Afro-Colombians, indigenous, and more remote rural populations, have suffered disproportionately.

Colombia has a broad sophisticated financial system dominated by commercial banks, finance companies, savings and loan cooperatives and unregulated microfinance NGOs. There are 24 commercial banks of which 14 are locally owned and have 76.4% of the total assets of the banking system. Within the local banks there is one public bank (Banco Agrario) that mainly serves rural areas through subsidized loans and three previous microfinance NGOs converted recently into regulated Banks. There are also 22 local financial and leasing companies, some of these are owned by the local financial conglomerates. In 2013 there were 188 cooperatives with approximately 2.8 million members. Within these cooperatives, six are supervised by the Financial Superintendence of Colombia (FSC), one recently converted to a commercial bank (Coopcentral) and the rest are supervised by the Superintendence of Solidary Economy (SES). There are also 20 microfinance NGOs with an approximate portfolio level of \$1.1 billion.

In Colombia there are approximately 4.0 million farmers and only 16% of these have loans⁴. A market assessment contracted by USAID⁵ with 29 financial intermediaries (8 banks, 1 financial company, 13 cooperatives and 7 microfinance organizations), found that some of the major constraints include: systematic risk of the agricultural sector, limited collaterals, high cost of client acquisition and lack of understanding of the sector, among others. See figure 1 below for the major issues as identified by the different private financial intermediaries (PFI).

Local offerors interested in applying to this RFP are encouraged to review the virtual training program on the public USAID website page on "How to Work with USAID" (<http://www.usaid.gov/work-usaid/get-grant-or-contract/trainings-how-work-usaid>). Specifically, the training module "Effectively Responding to USAID Award Solicitations" (<http://www.usaidallnet.gov/partner-learning/3/>) explains best practices in drafting a response to a solicitation, such as understanding the various parts of a response, developing a time-conscious approach, and becoming familiar with the evaluation process.

⁴ Access to Financial Services in Rural Areas Market Study, Diana Parra Correa, OLGOONIK, July 7, 2014.

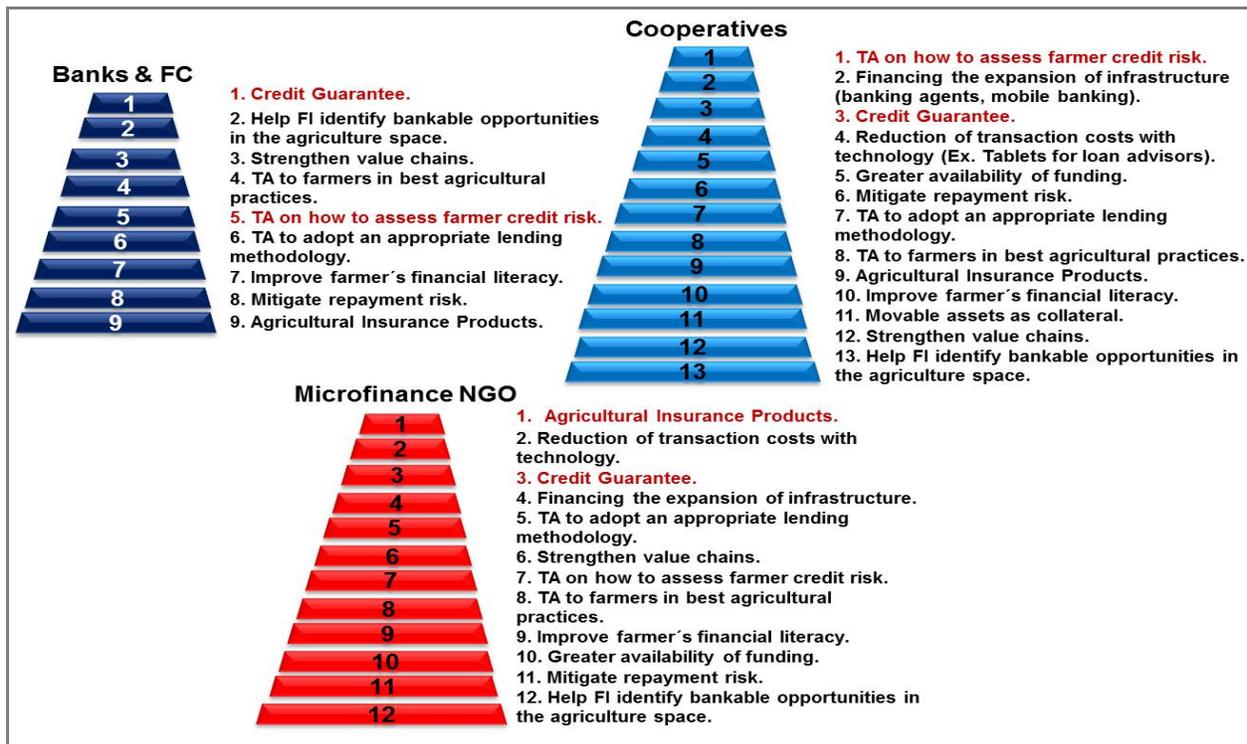
⁵ *ibid.*

Figure 1 - DIFFICULTIES IN RURAL FINANCING



On the other hand, the private financial intermediaries (PFIs) indicated that the factors listed in figure 2 would help their institution in the provision of financial services in rural areas with an emphasis on agriculture.

Figure 2 - FACTORS THAT WILL FACILITATE RURAL FINANCE



In another study contracted by USAID over 1,000 interviews in 20 rural municipalities were performed in order to understand the challenges and opportunities of financial services in rural areas⁶. This study concluded that financial exclusion in rural areas remains dramatic and is worse in rural households when compared to small businesses (grocery stores, inputs stores, bakeries, mini-markets, etc.). As a result, the use of informal means for credit and savings is the standard practice and the use of insurance is almost non-existent. Some of the factors highlighted by interviewees for not using formal financial products include: long distance to PFIs, high cost associated with the use of bank accounts, and size and timeliness of loans. Although significant progress has been made in terms of increasing access to finance in Colombia⁷ there is still a lot to be done, including the optimization in the usage of existing infrastructure in rural areas. Taking into consideration all these factors, new innovative approaches are necessary to achieve a deepening process that allows rural populations to effectively use formal financial services.

C.3 PROGRAM VISION AND APPROACH

C.3.1 USAID/COLOMBIA Country Development Cooperation Strategy (CDCS)

The strategic objective of the CDCS is to strengthen Colombia's capacity to implement a sustainable and inclusive peace. Progress toward this goal will be achieved through four development objectives (DOs): (DO1) Effective presence of democratic institutions and processes in targeted areas; (DO2) Reconciliation advanced among victims, ex-combatants and other citizens; (DO3) **Improved conditions for inclusive, rural economic growth**; and (DO4) Environmental resiliency and low-emissions development strengthened. Each of these DOs represents an area where institution and capacity building support by USAID contributes to the GOC's ability to ensure a durable and equitable peace. The Rural Financial Services (RFS) Project will contribute directly to DO3.

C.3.2 Overall Program Vision

Limited access to finance by rural producers constrains their ability to improve productivity through investment in technological innovation, irrigation and production equipment, seeds and inputs, post-harvesting handling, processing and marketing. As a consequence, it inhibits broad based and sustained economic growth, job creation and exacerbates existing inequalities. Limited access to finance also affects non-farm entrepreneurs in the service, commerce, handicrafts and agroindustry sectors.

The Contractor will provide technical assistance to strengthen the service capacity of selected financial intermediaries so they may service rural entrepreneurs with financial products that are demanded under market conditions. The Contractor will implement new approaches for expanding access to credit for micro, small and medium producers and businesses in selected geographical rural areas to improve the condition of inclusive rural economic growth in these neglected regions of the country. *Special attention will be paid to Afro-Colombians, indigenous and women.*

The technical assistance and project implementation contemplated by the Contractor will

⁶ Assessment of Rural and Agricultural Finance and Financial Services in Colombia, UT Econometria – Marulanda Consultores, July, 2014.

⁷ Reporte de Inclusión Financiera 2013, Banca de las Oportunidades – Superintendencia Financiera de Colombia, July, 2014

contribute directly to the achievement of the CDCS Development Objective 3, ***“Improved conditions for inclusive economic growth”*** and the following intermediate result (IR):

IR 3.2: Increased public and private investment in the rural sector.

Sub IR 3.2.2: Increased private sector investment in target rural communities.

Under this contract, USAID intends to provide the maximum flexibility to each Offeror to propose innovative and feasible approaches to ***promote the provision of inclusive market-responsive rural financial services in selected rural areas that guarantee sustainability⁸ in the long run when the program is over.*** The Contractor will work with sustainable PFIs with feasible approaches within time and resource constraints, specific to the Colombian rural context. The RFS will be sensitive to the financial intermediaries’ policies, market conditions, and designed to mitigate potential risks and reduce the transaction costs of doing business in rural areas with often marginalized communities. Most of the assistance provided to the PFIs will consist of capacity building through technical assistance, training, risk and costs reduction through guarantees and grants (incentive and challenge grants) to offset start-up costs.

C.3.3 General Organizing Principles and Approaches

The design and implementation of all activities must carefully consider and incorporate the general organizing principles and tactics enumerated below. As a whole, these principles must serve to guide the contractor’s overall strategy, design and implementation of the entire program and all relevant activities.

Geographic Focus:

Colombia’s conflict has devastated the rural sector and marginalized generations of its citizens from the economic growth and development experienced mostly in urban areas. Only when the Colombian rural sector is on a sound path of robust inclusive growth will the country be able to move from conflict to peace and stability. USAID will focus on supporting Colombian efforts to improve rural livelihoods. The goal is for Colombians living in historically neglected areas to have licit economic opportunities that provide them with a path out of poverty and a means of avoiding the trap of illicit crops. RFS will be focused on those rural municipalities that have been prioritized by GOC programs over the past 25 years attempting to strengthen/build State presence.

Under the current circumstances where the GOC is negotiating a peace accord with the FARC guerrilla there is uncertainty regarding those municipalities that will be prioritized by Colombian public and private sectors. In this scenario, USAID foresees RFS to be implemented first, in a subgroup of the municipalities selected by the Government of Colombia for the Consolidation policy⁹. Should a peace accord be reached USAID will support a subgroup of the municipalities

⁸ Sustainability in this context is understood as “the capacity of a host country entity to achieve long-term success and stability and to serve its clients and consumers without interruption and without reducing the quality of services after external assistance ends”. For USAID this is possible if there is sufficient involvement and empowerment of local organizations and if products and services are market responsive.

⁹ Over the past four years USAID has focused attention in 40 municipalities that are part of the National Consolidation effort: Ataco, Chaparral, Planadas, Rioblanco in Tolima; Pradera, Florida in Valle del Cauca; Caloto, Corinto, Miranda, Santander de Quilichao, Toribio in Cauca; El Carmen de Bolivar, San Jacinto in Bolivar; Ovejas, San Onofre in Sucre; Anori, Briceño, Caceres, Caucasia, El Bagre, Ituango, Nechi, Taraza, Valdivia, Zaragoza in Antioquia; Montelibano, Puerto Libertador, Tierralta, Valencia, San Jose de Ure in Cordoba; La Macarena, Mesetas, Puerto Rico, San Juan de Arama, Uribe, Vista Hermosa in Meta; Cartagena del Chaira, La Montañita, San Vicente del Caguan in Caqueta; and Tumaco in Nariño.

prioritized by the GOC, following the request of the GOC. USAID expects the offeror to be flexible to be able to expand to new municipalities if a peace accord is signed. USAID is also aware that the provision of market-responsive rural financial services will be sustainable only if there are market opportunities for PFI to invest and thus is open to work in adjacent municipalities or regions that will facilitate the delivery of financial services. The offeror will need to provide arguments explaining the rural areas prioritized for RFS and the rationale behind that choice. Furthermore, for the first year Work Plan the final choice of targeted areas will have to be discussed and approved by the CO/COR.

Under RFS, the contractor is not expected to open regional offices in various areas. Instead, the contractor is expected to tap into the regional networks of the PFIs it will work with, in order to achieve greater impact.

Gender and Vulnerable Populations:

A gender and vulnerable populations strategy must be due in draft along with the first annual work plan draft. The document will address how gender and vulnerable populations have been integrated into the design and implementation of strategies that encourage and include women and vulnerable groups (indigenous persons, Afro-Colombians, persons with disabilities and the LGBTI community) in accessing financial services. At a minimum, the document should address major existing inequalities and a plan to guard against exacerbating these.

Coordination with other USAID/Colombia Programs:

USAID foresees the RFS activity to mutually complement other activities in the USAID/Colombia mission. The selected Contractor will coordinate closely with the USAID's Equity Finance Programs and the Connecting Producers to Markets (CPM) Project so that a significant percent of their client base may have access to financial services. In addition, coordination is envisioned with the USAID's Victims program, the Afro Colombian and Indigenous Program (ACIP) and the Consolidation and Enhanced Livelihoods Initiative (CELI) programs. Part of the USAID strategy in supporting DO3 (Improved Conditions for Inclusive Rural Economic Growth) is to address both the supply and demand side challenges which restrict access to finance and thus, collaboration is also expected with the USAID Regional Governance Activity.

The intention of USAID is to improve the capacity and appetite within the supply side – financial intermediaries and the financial sector infrastructure within which they operate (credit bureaus, payment systems, mobile financial services platforms, collateral registry, regulators and regulations, etc.). This will entail direct and indirect strategies for lowering transaction and capital costs and risks associated with lending or investing in the rural areas. The Connecting Producers to Markets Project will bridge the gap between entrepreneurs and the financial intermediary by enhancing the bankability of producers and businesses to improve the capacity within the demand side so these rural entrepreneurs have access to financial services and credit or equity to finance their growth. USAID expects that by virtue of the shared geographic coverage of RFS and CPM, the supply of and demand for rural financial services will be well synchronized to strengthen value chains, sales and income for small farmers in these areas.

Donor Coordination and Public/Private Partnerships:

The Contractor must plan and carry out program activities with a clear understanding of the scope and impacts of other donor or lender efforts in the financial sector so as to avoid

duplication or inconsistencies in efforts, leverage maximum impact, and identify opportunities for joint implementation or collaboration. International donors working in the financial sector include the World Bank, the International Finance Corporation (IFC), the Inter-American Development Bank (IADB) and the Corporacion Andina de Fomento (CAF).

In addition, the contractor must seek and notify USAID of potential relevant opportunities for public/private partnerships and alliances under this program to further leverage impact.

Flexibility:

The Contractor must ensure financial, technical and programmatic flexibility within and across program components to respond to changing circumstances in the areas covered by this program. The Contractor may also propose to the USAID Contracting Officer additional or different approaches within the scope of this contract to demonstrate flexibility to accommodate changes. Should a peace accord be signed between the GOC and the FARC and/or ELN guerrillas RFS will need to be prepared to accommodate programmatic changes as directed by the CO and COR.

Build on Achievements to Date:

The Contractor must build upon and learn from project activities already completed and relationships already established over the course of the past ten years with support provided under the More Investment for Sustainable Alternative Development (MIDAS) Program and the Public Policy Program, including publications and materials produced, as well as persons trained. To the extent possible, those activities and relationships should provide a resource for continuing and future initiatives¹⁰.

Performance Evaluation:

The RFS Project may be subject to performance evaluation, fully compliant with the requirements of USAID's 2011 Evaluation Policy, which can be found on the following web site: <http://www.usaid.gov/evaluation/>. Offerors who respond to this Request for Proposals (RFP) should be familiar with the content and requirements of this policy.

Moreover, the Contractor will be required to cooperate with and facilitate the work of an independent organization that would design and implement the evaluation. The suggested approach includes mixed methods, whereby the information is both quantitative and qualitative to strengthen its findings. USAID encourages the involvement of relevant stakeholders, therefore the Contractor can be asked to coordinate meetings and provide logistics support in the field.

The Contractor may also be required to cooperate with an independent organization if the Mission decides to conduct a more rigorous sector evaluation or impact study across the Development Objective 3, including baseline and mid-term evaluation.

The performance evaluation may take place a year and a half before the project's termination, in order to give the implementing partner the opportunity to make course corrections if these are relevant. In consequence, it is important for the contractor to incorporate the findings,

¹⁰ The document "USAID's Support to the Development of the Financial Sector in Colombia" summarizes USAID activities in the Colombian financial sector between 2004 and 2013.

conclusions and recommendations in the project cycle.

Integrate best practices and lessons learned:

To learn from this program, the Contractor will document best practices and lessons learned and share this information with practitioners, donor organizations, the financial sector, the development community, stakeholders and the GOC. The Contractor will measure and document project achievements and shortcomings so that USAID's multiple stakeholders gain an understanding of the returns from the investment in this activity. The crosscutting component for learning, knowledge management and communications seeks to build USAID's expertise and connect stakeholders to the latest field findings, best practices and lessons learned.

C.4 TASKS

The Contractor must achieve the expected results listed under each of the following components. Activities must be closely coordinated with selected financial intermediaries (commercial banks, finance companies, savings and loan cooperatives and financial NGOs). The Contractor will focus on the broad spectrum of potential finance users, ranging from the smallest economic actors and traditionally excluded that have limited or no access to financial services, to the engines of growth, i.e.; rapidly growing rural enterprises and farms with requirements for more sophisticated and longer-term financing instruments.

C.4.1 Component 1: Improved Rural Financial Intermediation

This project component seeks to strengthen the financial intermediation capacity to service rural entrepreneurs, advance and incorporate new and innovative products that respond to market demand. The Contractor will examine strategies for expanding the availability and range of financial services. The component priority is to build financial retail capacity in selected rural areas.

Problem Statement

Colombia has an adequate and sophisticated banking system and infrastructure, but rural financial intermediation is not working well due to serious distortions caused by the existing public approaches to rural financial services with an outdated model of subsidized intervention and the lack of innovative products to service rural areas. Lessons learned over a period of years indicate that subsidized credit programs distort rural financial markets and crowd-out the participation of PFIs which are essential to promote financial deepening and sustainability to underserved clients. PFIs need to create innovative financial services products and delivery systems and reduce the transaction costs to successfully penetrate rural markets. Rural financial markets are also affected by the PFIs lack of understanding of the agricultural sector, high transaction costs due to client dispersion, perceived high risk, lack of adequate collateral, security issues and PFIs urban-bias.

Illustrative Activities

The first step to tap into the rural market is to better understand the needs of the financial sector (supply-side) as well as those of the rural clientele (demand-side). The financial services needs of low income rural households are not homogenous and require a different suite or menu of financial products. The following are illustrative examples of activities that could be supported under Component One Improved Rural Financial Intermediation. This list of activities is not

intended to limit the types of activities that can occur in the different phases of project implementation or proscribe that all of these activities should be part of the contract. Rather this illustrative list demonstrates the range of programming that may be possible. At contract award, the Statement of Work will contain final required activities.

- PFI partner selection based on a matrix of financial performance indicators, geographic coverage, strategic interest in rural financial services, and management commitment, amongst other measurements. Once selected in collaboration with USAID, an MOU¹¹ may be developed with the PFIs to set the expectations, responsibilities and activities under this program.
- Provide technical assistance to selected PFIs for the design of new financial products for agriculture lending, warehousing, leasing, value chain finance, savings, remittances and insurance. As the utility of these products is highly specific, their development should be responsive to on-the-ground needs/demand.
- Accelerating the adoption of mobile financial services, payments systems and developing digital solutions and applications to reduce the transaction costs, expand geographic coverage and attract a diverse client base.
- Replication and scale-up of projects – guidance on interventions based on available evidence for overcoming the last mile problem in mobile financial services.
- Developing shared branching network to reduce transaction costs and increase points of services.
- Providing technical assistance to PFIs in the financial deepening process (downscaling).
- Developing credit selection and scoring mechanisms to improve initial risk assessment, reduce client acquisition costs and loans in arrears.
- Introducing the use of electronic cards (credit & debit) to reduce transaction costs and sharing networks to expand access to terminals.
- Capacity building resources – prototype resource materials to facilitate financial intermediaries to reduce transaction costs and manage portfolio risk when entering specialized lending areas in agriculture and rural businesses.
- Providing technical assistance to facilitate the implementation of recent reforms that allow mobile collateral to be used as credit guarantee.
- Diagnostic resources – identify key socio-economic constraints to Women’s entrepreneurship, Afro-Colombians, Indigenous and other vulnerable populations that have suffered disproportionately in the internal conflict so that these groups increase access to financial services.

Expected Results and Deliverables

1. At least two hundred thousand (200,000) new clients in selected rural areas that reflect the demographic diversity of those areas (i.e. Afro-Colombians, Indigenous, Women, LGTBI, etc).
2. A total of five hundred million (\$500,000,000) disbursed in selected rural areas attributed to RFS.
3. MOUs and activity plans with at least twelve PFIs introducing financial services in previously underserved rural areas.
4. Rural clients mentioned in point 1 above effectively using at least ten (10) formal financial products including but not limited to savings accounts, small-amount savings

¹¹ USAID will decide on a case by case basis if the MOU is signed between the PFI and USAID directly, or between the contractor and the PFI.

accounts, several insurance and micro-insurance products, value chain financial instruments and leasing.

5. PFIs with new points of service, or enhanced existing points of service.

C.4.2 Component 2: Reduced Barriers to Rural Financial Services

The second component seeks to extend the frontier of formal financial services to rural areas using the principle of profitability, sustainability and replicability by helping to reduce and remove entry barriers. RFS will help reduce risk and offset transaction cost and capital costs through two types of grants:

Incentive grants: the first grant fund will be used to reduce the costs of entry barriers of PFIs to service rural clients. The Offeror must budget two million for this fund. This grant fund will be leveraged on a 1:3 ratio, i.e., for every dollar USAID grants, the PFI will cost share with \$3 additional dollars (both monetary and in kind). Potential grants could include market studies, opening pilot branches, developing a pipeline of loans (origination processes), training, as well as other innovative activities that lower the transaction cost of breaking-in the rural market. The Contracting Officer's Representative (COR) will have substantial involvement in approving selection criteria and must approve the selection of recipients. In the proposal, the Offeror must present a one page annex, outlining the proposed methodology for selecting sub-award recipients.

Challenge grants: the second grant mechanism will be similar to USAID's Development Innovation Ventures (DIV)¹² and will be established by the Contractor. The Offeror must budget five million for this challenge grant mechanism. DIV seeks innovative ideas to significantly accelerate positive changes in expanding rural finance to selected geographical regions of Colombia. The challenge grants will encourage innovators to find new ways to bring financial services to farmers and rural enterprises through sustainable and scalable solutions that will create more and better economic opportunities in rural Colombia. The DIV model rests on three fundamental principles:

- **Cost Effectiveness** – A truly innovative development project will be able to achieve greater development impacts per dollar than standard practice.
- **Rigorous Testing** – In order to know what works and what does not, development projects need to credibly show their impact through collected evidence. The process of collecting evidence often takes the form of a randomized control trial (RCT) or another rigorous form of determining impact.
- **Pathways to Scale** – Projects that can change the landscape of development will need to eventually reach a large number of people. The sub-awardee must demonstrate a clear strategy for achieving scale and some credible steps towards executing that plan.

Innovative solutions may include new technologies, new service delivery practices, financial service methodologies or products, more cost-effective variations of existing methodologies or products, or new practices. These solutions may be at various stages of development. Newer projects will need to pilot efforts to see if there is any adoption while more developed initiatives that require more funding will be ready to thoroughly and rigorously test for impact or rapidly expand implementation. This grant fund will be leveraged on a 1:1 ratio; 50% with USAID's

¹² <http://www.usaid.gov/div/about>

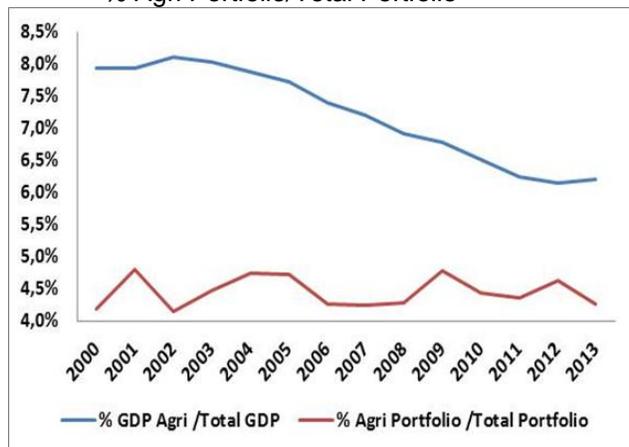
funds and 50% cost-shared by the organization. The COR will have substantial involvement in approving selection criteria and must approve the selection of recipients.

Risk reduction will primarily take place through the utilization of a DCA guarantee instrument issued by USAID. The guarantee risk assessments will be conducted directly by USAID but the Contractor will provide technical support in identifying PFIs that want to improve their retail capacity in rural areas and facilitate the gathering of the appropriate financial data as requested by USAID. The selected Contractor will be responsible for promoting the usage of the guarantee by supporting a pipeline of potential rural projects and working with the PFI credit officers to improve the loan origination and credit risk processes.

Problem Statement

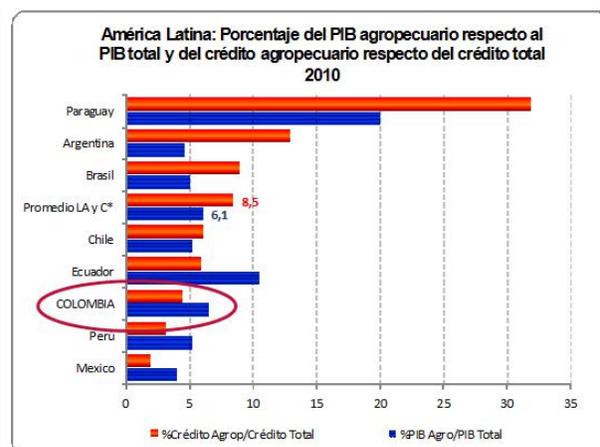
Colombia has a financial system that adequately serves the urban areas but does not provide adequate or sufficient financial services to rural areas. The rural areas are primarily served by a public financial model (FINAGRO – a second tier lending facility and BAC - Banco Agrario de Colombia) that uses subsidized loans with limited results, reaching only 16% of the smaller farmers. The amount of the portfolio dedicated to rural customers since the year 2000 represents 4% to 5% of total Agriculture GDP and is one of the lowest in the region as may be observed in figures 3 and 4. PFIs are crowded-out by the subsidized loan policy from the public entities. This component seeks to lower the transaction cost so that PFIs rural retail capacity may be strengthened and its overall risk reduced through USAID guarantees and grants.

Figure 3 Evolution of % GDP Agri /Total GDP and % Agri Portfolio/Total Portfolio



Source: FINAGRO.

Figure 4 Comparison with LAC



Source: Colombian Farmer’s Society (SAC).

Illustrative Activities

USAID/Colombia intends to further support the expansion of sustainable formal financial services to rural households and enterprises by addressing the barriers to the formal providers from servicing this population, including identifying measures to ensure that these PFIs can recoup the costs of service provision in remote rural areas. The following are illustrative examples of activities that could be undertaken under Component Two Reduced Barriers to Rural Financial Services of the RFS contract. This list of activities is not intended to limit the types of activities that can occur in the different phases of project implementation or proscribe

that all of these activities should be part of the contract. Rather this illustrative list demonstrates the range of programming that may be possible. At contract award, the Statement of Work will contain final required activities.

- Identifying perceived high risk areas and issues that may be mitigated by USAID guarantees.
- Identifying and mapping the financial needs of the rural clients including gaps by demographics (i.e. Afro-Colombians, Indigenous, Women, LGTBI, etc).
- Linking formal and informal PFIs and promoting mergers of small PFIs to extend outreach and service rural areas and build robust provider ecosystems.
- Supporting pilot branches to test new financial products and help build a critical mass of technical staff through training in the PFIs.
- Supporting the loan origination processes by helping identify and package a portfolio of potential borrowers.
- Strengthening the quality of project assessment, streamlining the approval processes and developing a robust supervision and monitoring system.
- Linking informal savings groups with regulated institutions.
- Testing insurance instruments to protect against unexpected output losses or damages to assets in order to develop new or improved products and services that can be scaled up.
- Supporting training to improve rural outreach and site visits to learn from other national and international experiences.
- Testing value chain financial methodologies to support strategic crops and other licit income generation alternatives in conflictive rural areas.
- Supporting scalable pilot projects to test new technologies and innovative approaches to overcome critical barriers to rural financial services.
- Monitoring DCA agreements by engaging PFIs with assistance that will drive guarantee utilization and increased lending, troubleshooting issues as they arrive, and collect necessary performance indicators.

Each type of intervention has its advantages and disadvantages and this illustrative list of activities encourages the Offerors to propose innovative interventions to reduce entry barriers in rural finance that decrease transaction cost and mitigate risk.

Expected Results and Deliverables

1. By year 5 of the contract at least 85% utilization rate of the USAID DCA guarantees¹³ achieved in rural areas targeted by RFS.
2. At least eight Memorandums of Understanding (MOUs) signed with PFIs.
3. At least ten (10) incentive grant agreements with PFIs. Minimum 1:3 leverage USAID \$2.0 million and counterpart \$6.0 million.
4. At least ten challenge grants signed and implemented for a total amount of five (\$5.0) million. Fifty percent USAID funds and 50% cost-sharing.
5. 480 credit officers trained in the use of new products and technologies.
6. Twelve (12) site visits/study tours to see best practices and lessons learned in the field (national and/or international).

¹³ USAID anticipates signing a number of DCA agreements with PFIs separate from the RFS activity but the contractor will provide technical support in identifying PFIs that want to improve their retail capacity through the usage of USAID's DCAs.

7. At least ten (10) new or improved financial products or services with high potential to be scaled up are tested including but not limited to insurance and value chain finance.

C.4.3 Component 3: Modernized Financial Environment

An enabling environment is needed to support an efficient rural financial system that provides the right market incentives to market players to serve different types of farm and rural enterprises, from the smallest to the largest. The current rural financial service system was created more than two decades ago, in 1990. Since then, agricultural conditions have changed and this system needs to be modernized. In addition, the supporting financial environment is of key importance for transparent financial intermediation and to improve the PFIs capacity for efficient intermediation. This includes payment systems, collateral registries and credit information, to facilitate risk evaluation and financial deepening. Modernization of the enabling environment and financial architecture also facilitates the possibility for borrowers to obtain loans at competitive market rates.

The RFS Project does not intend to get heavily involved in Financial Sector Reform activities per se, but it will support targeted activities that contribute to financial sector deepening with emphasis in rural areas. This means facilitating a policy dialogue with the government to modernize the policies that regulate FINAGRO and Banco Agrario. At the GOC's request, RFS may support research to help gradually dismantle the interest rate subsidies and/or interest ceilings and provide technical inputs to modify the state agricultural credit guarantee program, to reflect the rural sector's real risk. In addition, RFS may support research and technical input so that the GOC may adjust or modernize legislation that may be required when new financial products are developed. RFS may support activities that improve the collateral registry operation so that the electronic database is unified geographically, by asset type and indexed by the debtor's name and identification number.

Problem Statement

Rural financial services in Colombia are shallow, credit to agriculture as a percentage of agriculture GDP is low, existing subsidized credit programs distort rural financial markets and discourage servicing a market that has limited availability of short, medium and long-term financing. According to the World Bank, "the root causes of access constraints ... are traced to an outdated model of public intervention in agricultural credit."¹⁴

Illustrative Activities

RFS may support the GOC's effort in modernizing existing public financial institutions through policy dialogue, research and analysis of existing laws and regulations that need to be modernized to improve financial deepening and reflect the risk of the rural sector. The following are illustrative examples of activities that could be undertaken under Component Three Modernized Financial Environment of the RFS contract. This list of activities is not intended to limit the types of activities that can occur in the different phases of project implementation or proscribe that all of these activities should be part of the contract. Rather this illustrative list demonstrates the range of programming that may be possible. At contract award, the Statement of Work will contain final required activities.

¹⁴ Report No. 27269-CO, Colombia Rural Finance Access Issues, Challenges and Opportunities, November 2013.

- Technical assistance provided to the GOC to adjust the interest rate subsidies and/or interest ceilings as requested.
- Technical assistance to modify the Agricultural Guarantee Fund to reflect the sector's risk.
- Upgrading of financial intermediaries such as NGOs that seek to become regulated institutions to offer additional services in rural areas.
- Modernization of the collateral registry system.
- Expand credit bureau operations to include rural areas as part of financial services expansion.
- Technical assistance to develop capital markets instruments for medium and long-term rural financing.
- Technical assistance to assess required regulatory changes to support new financial products.
- Technical assistance for the GOC to increase/improve financial literacy in rural areas.

Expected Results and Deliverables

1. Policy action plan is established with key GOC and private sector actors to determine arrears that require assistance. Activities are included in the Contractor's Annual Work Plan.
2. Regulatory adjustments are identified and included in the Contractor's Annual Work Plan. At least five regulatory adjustments enacted to implement new financial products.
3. A system to leverage medium and long-term resources for financial intermediation is in place.
4. Capital market instruments identified (i.e., securitization, bonds, etc.) and developed and investors identified.
5. Capital market instruments are utilized to attract medium and long-term lending for the rural areas.

C.4.4 Crosscutting component: Learning, Knowledge Management and Communications

The purpose of this component is to provide a knowledge base with the best empirical evidence that is available from the field implementation of this project, so that Colombian and global stakeholders gain an understanding of the return on investment and impact of these activities. The information will be available to guide future project design and allocation of resources with a better understanding of the potential outcomes and impact. RFS will generate knowledge about the magnitude and determinants of project performance, permitting those who design and implement projects and strategies to introduce improvements in future programs.

RFS will champion innovation, learning, evaluation, and research to increase broader rural client access to financial services. The Contractor will develop learning and knowledge activities to ensure that there is a systematic collection and analysis of outcome results of programmed activities to improve effectiveness of existing and future projects. RFS will also disseminate this knowledge to become a platform for collaborative learning on market-focused approaches that provide inclusive access to finance and investments for rural clients.

Problem Statement

Significant resources are invested world-wide in activities that do not accomplish the expected outcomes because lessons learned, best practices and results are not properly documented

and disseminated, thus development mistakes are routinely committed over and over, losing valuable resources.

Under RFS, a solid learning, knowledge management and communication agenda will be developed to provide information and analysis that prevents mistakes from being repeated and increases the opportunities to improve project impact in future investments.

Illustrative Activities

Some of the illustrative activities that may be financed by this component are listed below. This list of activities is not intended to limit the types of activities that can occur in the different phases of project implementation or proscribe that all of these activities should be part of the contract. Rather this illustrative list demonstrates the range of programming that may be possible. At contract award, the Statement of Work will contain final required activities.

- Development of best practices and principles to be used by USAID and partners for inclusion in project design and implementation.
- Research – a desktop study of tail loss insurance options and evidence of the impact of incentives on lending levels, or original research to identify both the risks and potential mitigations strategies specific to new payment systems and services.
- Field officer resources – quick financial models for field officers to complete ex-ante analyses of financial and economic returns of businesses.
- Market research – demand for mobile money services as a public good investment for prospective mobile services providers.
- Managing knowledge activities to allow USAID Missions and Bureaus to improve strategy, operations, and results for similar activities.
- Development of tools, technologies, and media that will be employed (including publications, list-servers, websites, distance learning, etc.) to support learning activities.
- Training events and training curricula to build knowledge and skills on best practices in project and activity design and implementation.

Expected Results and Deliverables

1. At least ten innovative financial products tested with results of cost-benefit analysis.
2. Knowledge products disseminated to key Colombian financial sector actors including PFIs, government regulators, and donors so that the sector as a whole benefits and advances.
3. An on-line platform with lessons learned and best practices in rural financial services, where practitioners and partners may access technical information and toolkits developed by the project.
4. A communication strategy for the project activities and project knowledge base including publications, workshops, and participation in national policy dialogues.

C.5 KEY PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The Offeror must include as part of its proposal a statement signed by all individuals proposed as key personnel, confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

The Offeror must propose key personnel (necessary to obtain the results set out in this statement of work). These include cost and quality control of all tasks and assignments undertaken to achieve the contract results. Proposed key personnel include but are not limited to: (1) Chief of Party (COP), (2) Deputy Chief of Party (DCOP)/Senior Financial Advisor, (3) Senior Grants Manager and (4) Financial Environment Specialist. The Offeror may propose a fifth key personnel position.

USAID encourages innovative mixes and combinations of management area specialties and expertise based on the technical approach. Key personnel and other technical staff proposed must reflect significant experience and success in obtaining the type of results required by this scope of work. Key personnel should have an advanced degree or the equivalent number of years of experience in a relevant field.

The candidates must be able to work with a wide range of counterparts and beneficiaries, from USAID representatives and senior-level GOC officials to PFI representatives.

Key personnel must be fluent in oral and written Spanish. The contractor's proposed staffing team and approach must incorporate strong English language abilities that ensure effective communication with USAID and other USG entities, as well as to assure high-quality writing and reporting at a professional level. The Chief of Party must be fluent in English.

USAID expects that Offerors will have equal access to all local personnel needed for this contract, and strongly discourages exclusivity agreements with local staff.

Detailed qualifications and requirements for key personnel are set out below:

Chief of Party: The COP must be a highly qualified individual with substantial, multi-country comparative experience in donor-funded or private sector financial projects reaching (medium, small and micro) rural enterprises and agricultural households. The COP must 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 must ensure that the activities and results are implemented in a timely manner within the approved budget. S/he must 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. If the proposed COP is an expatriate, it is expected that the DCOP (if Colombian) takes over in years four and five of the contract. If the proposed COP is a Colombian, he/she is expected to lead the program through its completion.

The required qualifications for the COP are:

- Master's degree from an accredited college or university in relevant fields such as finance, business administration, economics or business law or the equivalent number of years of experience.
- At least fifteen years of relevant work experience (preferably in Colombia) in the financial sector in rural developing country contexts with emphasis on banking and capital market development. International work experience is highly desirable.
- Previous experience implementing international cooperation activities.
- Previous experience in developing collaborative working relationships with counterparts, other contractors 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.

- Fluent spoken, written and reading abilities in English and Spanish.

Deputy Chief of Party/Senior Financial Advisor: The DCOP/SFA is responsible for managing component 1, Improved Rural Financial Intermediation. S/he will also act as COP in the absence of the incumbent. The DCOP must be an individual with strong managerial, administrative and writing skills, and with extensive financial experience with banks, savings and loan cooperatives and financial NGOS. If the proposed DCOP/SFSS is Colombian and the proposed COP is an expatriate, the DCOP will take over the COP position by the end of year three of the contract¹⁵.

The required qualifications of the DCOP are:

- Master's degree from an accredited college or university in relevant fields such as finance, business administration, economics or business law or the equivalent number of years of experience.
- Substantial experience managing, coordinating and monitoring the development of financial products in different types of PFIs.
- Substantial experience with PFIs corporate structures, operations, and regulation in Colombia and internationally.
- Substantial experience in PFI credit analysis and risk management, with particular emphasis on rural, microcredit/cooperatives, and agribusiness sectors.
- The proposed candidate must have at least ten years of relevant experience in the areas mentioned above.
- Proven leadership and organizational skills, successfully managing and coordinating senior financial consultants.
- Fluent spoken, written and reading abilities in English and Spanish.

Senior Grants Manager: The Grants Management specialist must be responsible for overseeing the administrative and financial management and accountability requirements of the project as well as the process of solicitation, competition and close out for grants at the local levels. S/he will be responsible for managing component 2 in coordination with the Senior Financial Sector and the Financial Environment Specialist. The required qualifications are:

- A degree in business administration or social sciences from an accredited university or equivalent experience.
- At least five years' experience in the administration of grants for development projects.
- Experience working with Colombian private and financial sectors associations is highly desirable.
- Fluent spoken, written and reading abilities in Spanish are required; same abilities in English are highly desirable.

Financial Environment Specialist: The Financial Environment Specialist must be responsible for

¹⁵ If the offeror proposes the COP and DCOP to be expatriates, the offeror must propose a management structure and plan that reflects the transition to a Colombian COP after the end of year 3.

component 3 and will collaborate with the Senior Grants Manager to implement component 2. This specialist must be an individual with significant experience in the Colombian regulatory system of the financial sector, particularly in the agricultural financial system.

The required qualifications are:

- Master's degree from an accredited college or university in relevant fields such as finance, business administration, economics or business law or equivalent experience.
- Substantial experience coordinating and monitoring the development of financial products in different types of PFIs.
- Substantial experience providing technical assistance to national governments adapting the existing regulatory frameworks to new products and processes.
- Substantial experience with PFIs corporate structures, operations, and regulation in Colombia and internationally.
- Substantial experience in PFI credit analysis and risk management, with particular emphasis on rural, microcredit/cooperatives, and agribusiness sectors.
- The proposed candidate must have at least seven years of relevant experience in the areas mentioned above.
- Proven leadership and organizational skills, successfully managing and coordinating senior financial consultants.

Although not key personnel, USAID expects to see the following positions and personnel identified in the contractor's proposed staffing plan:

- Administrative Coordinator
- Monitoring and Evaluation Expert
- Communications/Technical Writer

Key personnel must be in country and opening offices no later than sixty (60) days after award and the Contractor should be ready to begin implementing activities within this time frame.

[END OF SECTION C]

SECTION D - PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

D.2 BRANDING STRATEGY

USAID policy is to require exclusive branding and marking in USAID direct acquisitions using any source of funds; this must include a Branding Strategy, a Branding Implementation Plan and a Marking Plan unless otherwise granted an exception by the appropriate USAID officer or official. The USAID identity, as provided, must follow guidance laid out in the USAID Graphic Standards Manual, no contractor logos or other competing identities are to be included (unless granted an exception by the appropriate USAID officer or official.)

- Program or Project Name:
 - English: USAID/Colombia's Rural Financial Services Project
 - Spanish: Programa de Servicios Financieros de USAID
- How the materials and communications will be positioned: The Contractor 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 / 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: USAID/Colombia's Rural Financial Services Project has a desired high level of visibility within USAID since the purpose of the project is to improve inclusive financial intermediation in selected conflictive areas to promote the provision of market-based rural financial services for micro, small and medium size producers and businesses.
- Any other organizations to be acknowledged: Project documents will not use the contractor's logo, but will acknowledge that the document was prepared for USAID's by the Rural

Financial Services Project, [Contractor].

- There are controls on the contractor's release or use of data that the contractor, or any subcontractor, produces in performing the contract. The contract for this project will state that copyrights and rights to data must be in accordance with the clause entitled, "Rights in Data – General" (FAR 52.227-14 (b)(2)).

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

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

E.3 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with performance standards/indicators established under Section C of this Contract will 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 contract. The COR and Contracting Officer will undertake periodic evaluations 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 of Product and Service

The contractor's conformance to contract requirements, specifications and standards of good workmanship (e.g., commonly accepted technical, professional, environmental standards). The evaluation will include, as applicable, information on the following:

- Are reports/data accurate?
- Does the product or service provided meet the specifications of the contract/order?
- Does the contractor's work measure up to commonly accepted technical or professional standards?
- What degree of Government technical direction was required to solve problems that arise during performance?

2. Schedule

The evaluation will consider timeliness of the contractor against the completion of the contract's milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance). This evaluation of the contractor's adherence to the required delivery schedule will include the contractor's efforts during the evaluation period that contribute to or affect the schedule variance. Also, the evaluation will address significance of scheduled events (e.g., design reviews), discuss causes, and assess the effectiveness of contractor corrective actions. This element applies to contract/order closeout activities as well as contract/order performance. Instances of adverse actions such as the evaluation of liquidated damages or issuance of Cure Notices, Show Cause Notices, and Delinquency Notices are indicators of problems which may have resulted in variance to the contract/order schedule and will, therefore, be noted in the evaluation. The evaluation will include, as applicable, information on the following:

- Is the contractor completing the design services activities in a timely manner? This includes administrative activities, as well as meeting all scheduled milestones in the design process.
- Did the contractor adequately schedule the work?
- Has the contractor met administrative milestone dates?
- Has the contractor met physical milestone dates specified by contract or agreed to in the project schedule?
- If the schedule has slipped through the contractor's fault or negligence, has he taken appropriate corrective action of his own volition?
- Has the contractor furnished all required deliverables on or ahead of schedule?
- Has the contract furnished updated project schedules on a timely basis?

3. Cost Control

The contractor's effectiveness in forecasting, managing, and controlling contract/order cost. If the contractor is experiencing cost growth or underrun, the evaluation will discuss the causes and contractor-proposed solutions for the cost overruns or underruns. For contracts where sizing is based upon contractor-provided person hour estimates, the relationship of these estimates to ultimate task cost will be assessed. In addition, the extent to which the contractor demonstrates a sense of cost responsibility, through the efficient use of resources, in each work effort should be assessed. The evaluation will include, as applicable, information on the following:

- Does the contractor keep within the total estimated cost (what is the relationship of the negotiated costs and budgeted costs to actuals)?
- Did the contractor do anything innovative that resulted in cost savings?
- Were billings current, accurate and complete?
- Are the contractor's budgetary internal controls adequate?
- Has the contractor notified the Government and taken necessary corrective actions when the cost estimate exceeds available funds?

4. Management

The integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the contractor's history of reasonable and cooperative behavior (to include timely

identification of issues in controversy), customer satisfaction, timely award and management of subcontracts. The evaluation will include, as applicable, information on the following:

- Is the contractor oriented toward the customer?
- Is interaction between the contractor and the government satisfactory or does it need improvement?
- Adequacy of the contractor's accounting, billing, and estimating systems and the contractor's management of Government Furnished Property (GFP) if a substantial amount of GFP has been provided to the contractor under the contract/order.
- Timeliness of awards to subcontractors and management of subcontractors, including subcontract costs. The evaluation will consider efforts taken to ensure early identification of subcontract problems and the timely application of corporate resources to preclude subcontract problems from impacting overall prime contractor performance.
- Prime contractor's effort devoted to managing subcontracts and whether subcontractors were an integral part of the contractor's team. Are the contractor's management, on-site, and home office personnel exhibiting the capacity to adequately plan, schedule, resource, organize and otherwise manage the work? If not, describe and relate to other rated elements.
- Timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the contractor's history of reasonable and cooperative behavior, effective business relations, and customer satisfaction. The evaluation will consider the contractor's responsiveness to the program as it relates to meeting contract requirements during the period covered by the report.
- Extent to which the contractor discharges its responsibility for integration and coordination of all activity needed to execute the contract; identifies and applies resources required to meet schedule requirements; assigns responsibility for tasks/actions required by the contract; communicates appropriate information to affected program elements in a timely manner.
- The contractor's risk management practices, especially the ability to identify risks and formulate and implement risk mitigation plans. If applicable, the evaluation will identify any other areas that are unique to the contract, or that cannot be captured elsewhere under the Management element.
- Adequacy of the contractor's mechanisms for tracking contract compliance, recording changes to planning documentation and management of cost and schedule control system, and internal controls, as well as the contractor's performance relative to management of data collection, recording, and distribution as required by the contract/order.
- The evaluation will assess the contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel. For example: How well did the contractor match the qualifications of the key position, as described in the contract/order, with the person who filled the key position?; Did the contractor support key personnel so they were able to work effectively?; If a key person did not perform well, what action was taken by the contractor to correct this?; If a replacement of a key person was necessary, did the replacement meet or exceed the qualifications of the position as described in the contract/order schedule?

5. Utilization of Small Business

The evaluation will assess compliance with all terms and conditions in the contract/order relating to Small Business participation (including FAR 52.219-8, Utilization of Small Businesses and FAR 52.219-9, Small Business Subcontracting Plan (when required)). If applicable, it will assess any small business participation goals which are stated separately in the contract/order as well as achievement on each individual goal stated within the contract or subcontracting plan including good faith effort if the goal was not achieved.

6. Regulatory Compliance

The evaluation will assess compliance with all terms and conditions in the contract/order relating to applicable regulations and codes. It will consider aspects of performance such as compliance with financial, environmental, safety, and labor regulations as well as any other reporting requirements in the contract. The evaluation will include, as applicable, information on the following:

- Has the contractor complied with all contract clauses and reporting requirements (e.g., FAPIIS, FAR Subsection 9.104-6, FAR Clause 52.209-9)?
- Has the contractor complied with Cost Accounting Standards and disclosure statements (FAR Subpart 30.2, FAR Clauses 52.230-2, 52.230-3, 52.230-4, 52.230-5, 52.230-6)?
- Has the contractor complied with contractual safety requirements and labor laws (see FAR Subsection 22.407, FAR Clauses 52.222-4, 52.222-34, 52.222-20)?
- Has the contractor complied with specifications, contractual requirements and/or environmental practices for adverse impact on contract performance or contract cost, and for compliance with environmental requirements specified in the contract?
- Has the contractor implemented an effective safety program; one which minimizes/mitigates potential accidents (FAR Subsection 36.513, FAR Clause 52.236-13)?
- Is the contractor complying with affirmative action and EEO compliance requirements (see FAR Subpart 22.8, FAR Clauses 52.222-26, 52.222-27)?
- Has the contractor complied with combating trafficking in persons (see FAR Subpart 22.17, FAR Clause 52.222-50)?

7. Other Areas

As applicable to specify additional evaluation areas that are unique to the contract or that cannot be captured elsewhere in the evaluation.

[END OF SECTION E]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN 2003

F.2 PERIOD OF PERFORMANCE

The estimated period of performance for this contract is five years from the date of award.

F.3 PLACE OF PERFORMANCE

The place of performance is Colombia.

F.4 REPORTS AND DELIVERABLES

In addition to the requirements set forth in Section C, the following reports, plans and deliverables or outputs will be submitted to the specified COR. Each of the plans, reports or deliverables will be submitted electronically and in hard copies (two copies). Electronic versions of the reports will be submitted using unlocked Microsoft Word, Excel, or Portable Document Format, or PowerPoint software.

All reports will be in English and plans are subject to written final approval and acceptance by the COR and/or the CO.

A. List of Reports and Plans

a. Annual Work Plan (AWP):

Annual work plans are required for the life of the contract. All work plans must be in professional-level English and must include a description of the principal tasks and assistance activities to be undertaken by the contractor for the period under each project component, a proposed schedule for such activities, a listing of principal counterparts for each proposed activity, and a description and estimate of the amounts of technical expertise, training, and other support resources that would be required to carry out the plan as proposed. Work plans must also describe the accomplishments expected for each activity or combination of activities and must explain how and to what extent those accomplishments will contribute to achieving the project's overall targets, benchmarks, and results. Work plans must be broken down by quarter.

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 statement of work 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 for year one must be submitted 60 days after award following which USAID will 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 comments, the contractor must revise and submit a final version within 10 calendar days for COR and CO 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 must have the opportunity to provide comments. After the receipt of USAID comments, the contractor must revise and submit a final version within 10 calendar days for CO and COR 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.

b. Gender and vulnerable populations strategy:

A gender and vulnerable populations strategy must be due in draft along with the first annual work plan draft. The document will address how gender and vulnerable populations have been integrated into the design and implementation of strategies that encourage and include women and vulnerable groups (indigenous persons, Afro-Colombians, persons with disabilities and the LGBTI community) in accessing financial services. At a minimum, the document should address major existing inequalities and a plan to guard against exacerbating these.

c. Activity Monitoring and Evaluation (M&E) Plan:

Within 60 days after contract award, the Contractor must submit an activity Monitoring & Evaluation (M&E) plan for the monitoring and evaluation of project activities and results. The M&E plan must include performance indicators that are consistent with and meet the data collection needs of the project M&E plan and the mission's Performance Management Plan (PMP). In addition, the Contractor must ensure that the contract's M&E plan 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. The Contractor will include "Indicator Reference Sheets" in its M&E plan to describe data sources, methodologies, and frequency of and people responsible for data collection. The Contractor will describe data quality issues, as well as schedules for conducting Data Quality Assessments. The Contractor must include data segregated by sex, but also where possible, by vulnerable groups. The Contractor must report indicator results into the USAID/Colombia "MONITOR" system, which will allow aggregation of results when applicable. 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. After the receipt of USAID/Colombia comments, the Contractor must revise and submit a final version within 10 calendar days for USAID approval. The Contractor must report on its indicators on an annual basis in its annual report.

d. Quarterly Technical Reports:

The Contractor must provide a concise quarterly technical report, approximately 10 pages, not including annexes, in professional-level English, to the USAID COR no later than 30 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 should 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 RFS work, especially at the community and individual levels. The Contractor is expected to develop the format of its quarterly reports according to USAID/Colombia direction and Mission standardized procedures.

e. Quarterly Financial Reports:

The contractor will submit quarterly expenditure reports concurrently with the Quarterly Technical Reports. The Quarterly Financial Report must contain 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 will 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 will provide additional breakdown if needed or requested by USAID.

f. Accruals Report:

The Contractor must submit accrual reports on a quarterly basis to coincide with USAID reporting. USAID will provide the date that this report is due to the selected Contractor. 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.

g. 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.

h. Bimonthly (every two months) newsletter:

This newsletter must be written in English and Spanish. The newsletter must cover RFS events, as well as topics of interest related to rural finance. It must be distributed by the Contractor primarily through an e-mail format and available on the Contractor's project website.

i. Schedule of Events:

One week prior to the end of every month, the Contractor must provide to the COR a rolling three-month schedule of upcoming events related to activity implementation, including conferences, workshops, trainings, and site visits.

j. Annual Report:

The Contractor must submit annual reports. This annual report must be submitted in lieu of the fourth quarterly report, can be no more than 20 pages and must be submitted no later than 15 calendar days after completion of the fiscal year. After the receipt of USAID comments, the contractor must revise and submit a final version within 10 calendar days for approval. 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. Reference should be made regarding progress towards the gender and vulnerable population's strategy.

k. 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 45 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 should also discuss prospects for sustainability of work performed and what steps USAID/Colombia could take to help ensure continued financial deepening in selected rural areas. In addition, the final report must discuss the status and prospects for product and financial services sustainability and profitability in the selected rural areas.

l. Reports by International Short-Term Technical Assistance Providers:

Unless otherwise agreed upon in writing by the COR, the Contractor must submit a draft report within ten days after an international expert/consultant departs Colombia. USAID/Colombia will have ten 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.

m. 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 regulatory issues that may affect project performance. 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.

n. 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.

o. 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. In addition, appropriate contractor representatives will have bi-weekly meetings with the coordinators of the other USAID projects as directed by the COR and as applicable.

p. Quarterly Strategy Reviews

The Contractor will participate in quarterly strategy reviews with USAID, the GOC and any other relevant actors as applicable. The purpose of these sessions is to provide a collective platform to update 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, location and frequency of these periodic 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).

Contractor field staff is expected to be available to participate in all sessions, which may include preparatory interviews and a collaborative agenda design process. The Contractor should provide logistical support for Contractor staff to attend the event and should 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 sessions with the entire team. In addition, the USAID Contracting Officer may require program re-direction as a result of these strategy reviews.

Due Date: A summary report of outcomes and shifts in program implementation are due one week after the Quarterly Strategy Review.

q. Field Staffing Plan - Approvals

Based on the proposal, start-up conference, and realities on the ground, the Contractor must submit a field staffing plan to the COR. The plan will include an organizational chart that includes names of all personnel and subcontractors (if applicable); position descriptions; and a schedule for hiring and fielding staff. The Contractor must inform the COR in writing of changes to the field staffing plan throughout the life of the contract.

Due Date: Within 2 weeks after the Start-Up conference.

r. Grants Management Guide

The Contractor must develop and submit for approval by the Contracting Officer, a Grants Management Guide for use as a reference by local staff. The GMG must include procedures for

the selection of instrument, design of the activity, negotiation of the grant, monitoring and evaluating the outputs and outcomes; and closing out the grant in compliance with US law and USAID policies and regulations. The Grants Management Guide will also include the grant agreement templates to be used throughout contract implementation.

As part of the Grants Management Guide, the Contractor must also submit a Grant Activity Cycle Flowchart outlining the grant development, approval and implementation process, including key roles and responsibilities. This flowchart must demonstrate the Contractor's ability to process and implement grants in a timely manner and in accordance with guidelines and procedures.

In addition to the Grants Management Guide, the Contractor must also submit the following documents as supplemental reference materials for Activity Management:

- A two-page summary to explain in-kind and other grant making procedures to potential local partners and recipients;
- A generic grants handbook/guide for grantees explaining their reporting and grants management responsibilities and requirements (including reporting on items procured under the grant);
- A clear policy on how the contract intends to determine appropriateness and strategic use of different kinds of mechanisms, as applicable: sub-contracts, in-kind grants (including any cash components of in-kind grants), other than in-kind grants, technical assistance, direct distribution of goods and services, and training.

Due Date: 60 days after contract award.

s. Field Procurement Guide

The Contractor must prepare a Field Procurement Guide covering procurement required for contract activities. The guide will include a description of systems for timely and efficient procurement and delivery, consistent with contract requirements. The Contractor will ensure that procurements include delivery (to the grantee), inspection, sufficient field demonstrations, training on use of the commodity, warranty/maintenance agreements, titling, and monitoring of its use.

Due Date: 60 days after contract award.

t. Emergency Plan:

Documentation, approved by the COR, of an Emergency Plan covering the contractor's expatriate and local staff. This plan must include phone/SMS trees and plans for other forms of communication. In addition to being delivered to COR, it will also need to be implemented once approved.

Due Date: 60 days after contract award

u. Security Plan:

The contractor will submit a full security plan outlining how the Contractor will provide for the physical security of all staff throughout contract implementation. The plan must address the country and programmatic context and define specific policies for the implementation of security

protocols.

Due Date: 60 days after contract award

v. Inventory

All U.S. Government-funded property (either Contractor-acquired or US Government-furnished) must be inventoried in accordance with the Government Property clauses of this contract. An annual inventory must be sent to the CO and COR 30 days after the end of each Fiscal Year. The inventory will also form the basis of an equipment disposition plan for the Close-out Phase. The inventory and plan for maintaining the inventory must account for, as applicable, in-kind procurements for grants.

w. Close-Out Plan

The Contractor will begin to plan for contract close-out, including all programmatic, administrative, and operational functions in close coordination with the COR. A draft Close-out Plan must be submitted to the COR and CO for review and approval. The Contractor Close-out Plan must include, as applicable:

- Schedule for the final delivery of all goods and services for small grant and short term technical assistance activities.
- Final reports and activity close-out procedures.
- Personnel notifications and assistance.
- Resolution of personnel and property insurance accounts, severance and social payments.
- Organization of expatriate staff household shipments.
- Termination of vehicle and property leases.
- Closing of bank accounts and utilities accounts.
- Resolution of all Government obligations.
- Disposition Plan for Contractor-Acquired Government Owned Property.

Due Date: Six months prior to contract end date.

B. Reporting and Deliverables Matrix

In addition to the deliverables outlined in Section C, the following Table represents a summary of the reporting and deliverable requirements.

TIMELINE OF DELIVERABLES	
Deliverable	Due Date
First Draft Annual Work Plan	60 days after award
Gender & Vulnerable Populations Strategy	60 days after award
Final Annual Work Plan	90 days after award
Draft Activity Monitoring and Evaluation Plan	60 days after award
Final Activity Monitoring and Evaluation Plan	90 days after award
Quarterly Activity, Financial & Accrual Reports	30 days after end of each USG fiscal year calendar quarter

Biweekly bullets	Every two weeks
Bimonthly newsletter	Every two months
Rolling 3-Month Schedule of Upcoming Events	One week prior to the end of every month
Annual Reports	15 days after the end of the USG fiscal year
Final Annual Reports	10 days after receiving USAID/Colombia comments
Annual Work Plans	30 days prior to start of the next USG fiscal year
Draft Final Report	45 days before the end of the contract
Final Report	10 days after receiving USAID/Colombia comments
International Short-Term Technical Assistance Providers Report	10 days after STTA departs Colombia
Special Reports and Memoranda	As applicable
Quarterly Strategic Review Report	1 week after QSR
Field Staffing Plan	2 weeks after start-up conference
Grants Management Plan	60 days after award
Field Procurement Guide	60 days after award
Emergency Plan	60 days after award
Security Plan	60 days after award
Annual Inventory	30 days after the end of each USG fiscal year
Close-out Plan	Six months prior to contract end date

F.5 KEY PERSONNEL

A. The minimum key personnel whom the Contractor must furnish for the performance of this contract are as follows:

Position Title

Chief of Party (COP)
 Deputy Chief of Party (DCOP)/Senior Financial Advisor
 Senior Grants Manager
 Financial Environment Specialist

(The offeror may propose a fifth key personnel position)
 (Refer to ADS 302.3.5.4)

B. 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 immediately notify both the Contracting Officer and USAID Contracting Officer Representative 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 personnel will be made by the Contractor without the written consent of the Contracting Officer.

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following AIDAR clause pertinent to this section is hereby incorporated by reference.

USAID ACQUISITION REGULATION (48 CFR Chapter 7)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
752.7003	DOCUMENTATION FOR PAYMENT	NOV 1998

G.2 DESIGNATION OF RESPONSIBLE USAID OFFICIALS

Administrative Contracting Officer

TBA

USAID/Colombia

Unit 3030, Box 5101

DPO, AA 34004

Telephone: 011-57-1-275-4100

Technical Office:

Consolidation, Land & Livelihoods (CLL)

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 (CO) is the only person authorized to make or approve any changes in the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change 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 must 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.

(7) Complete Contractor Performance Assessment Reports (CPARs) once a year.

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, must be made only by the Contracting Officer.

(c) 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 must 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.

(d) 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 INVOICES AND PAYMENT

The paying office is Controller's Office.

US address:

USAID/Colombia
Unit 3030, Box 5101
DPO, AA 34004

Colombia address:

USAID/Colombia
Carrera 45 # 24B-27
Bogota, Colombia

One (1) original of each invoice must be submitted on an SF-1034 Public Voucher for Purchases and Services Other Than Personal to the Controller's Office. The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe.

Electronic submission of invoices is encouraged. Invoices sent via e-mail should be sent to BogotaUSAIDOFMPayments@usaid.gov with a copy to the COR. Paper Invoices must be sent to the paying office, at the address above. If submitting invoices electronically, do not send a paper copy.

G.7 SOURCE OF FUNDS AND FISCAL DATA

Budget Fiscal: (TBD)
Operating Unit: USAID/Colombia
Team/Division: (CLL)
Benefiting Geo Area: 514
Amount Obligated: \$0.00

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) / AIDAR 48 CFR Chapter 7

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
752.7027	PERSONNEL	DEC 1990

H.2 AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)

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

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

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

(c) Restricted goods. The Contractor must obtain prior written approval of the Contracting Officer or comply with required procedures under an applicable waiver as provided by the Contracting Officer when procuring any of the following goods or services:

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

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer or fails to comply with required procedures under an applicable waiver as provided by the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the

contractor to refund the entire amount of the purchase.

H.3 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)

(a) Contractors must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) Exceptions.

(i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.

(ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by contractor employees overseas.

H.4 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

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

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

H.5 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEPTEMBER 2013)

(a) Contract Reports and Information/Intellectual Products.

(1) Within thirty (30) calendar days of obtaining the Contracting Officer Representative's approval, the contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include:

assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that (1) describe the planning, design, implementation, evaluation, and results of development assistance; and (2) are generated during the life cycle of development assistance programs or activities.) The Contractor must also submit copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

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

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

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

(1) Standards.

(i) Material must not include financially sensitive information or personally identifiable information (PII) such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission.

(ii) All submissions must conform to current USAID branding requirements.

(iii) Contract reports and information/intellectual products can be submitted in either electronic (preferred) or paper form. Electronic documentation must comply with Section 508 of the Rehabilitation Act of 1973.

(iv) The electronic submissions must consist of only one electronic file, which comprises the complete and final equivalent of the paper copy. In the case of databases and computer software the submissions must also include necessary descriptive information, e.g., special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

(v) Electronic documents must be in one of the National Archives and Records Administration (NARA)-approved formats as described in NARA guidelines related to the transfer of permanent E-records. (See <http://www.archives.gov/recordsmgmt/initiatives/transfer-to-nara.html>).

(2) Essential bibliographic information. Descriptive information is required for all Contractor products submitted. The title page of all reports and information products must include the contract number(s), contractor name(s), name of the USAID Contracting Officer's Representative, the publication or issuance date of the document, document title, (if non- English, provide an English translation of the title), author

name(s), and development objective or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as a separate cover sheet, the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

H.6 AIDAR 752.7007 PERSONNEL COMPENSATION (JULY 2007)

(a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract.

(b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

H.7 PERSONNEL COMPENSATION

(a) Limitations:

(1) Salary ranges for ALL the professional positions in this contract will be established based on the market value of the position in the country of contract performance. The established range must be realistic and reasonable for the responsibilities of each position and must not be based solely on the salary history or the qualifications of the candidate selected. The salary ranges must be certified by the contractor and submitted to the Contracting Officer with the proposal. Upon establishment of the salary ranges of the professional positions, an appropriate candidate must be selected based on the qualifications sought for that position and the contractor's personnel practices. That individual's salary must be negotiated within the established range, based on his or her certified salary history and the conditions stated further in this paragraph. The contractor must avoid "rank in person" salaries, which are in excess of the value and the responsibilities of the position. In addition, the salary ranges may not exceed the contractor's established policy and practice, including the contractor's established pay scale for equivalent classifications of employees. Nor may any individual salary or wage, without approval of the Contracting Officer, exceed more than 5% of the candidate's previous salary or wage.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the contract equivalent to the maximum annual salary rate prescribed in ADS 302, unless the Contracting Officer approves a higher amount. For the Agency policy and procedures, refer to: <http://transition.usaid.gov/policy/ads/300/302.pdf>

All Cooperating Country Nationals (CCNs) and Third Country Nationals (TCNs) salaries must not exceed the Local compensation Plan (LCP). Approval of the contractor's budget does not absolve the contractor's duty to request and receive Mission Director's approval prior to hiring CCN and TCN personnel whose salaries are above the LCP.

(b) Salaries during Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(c) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the contractor for misconduct, inexcusable nonperformance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.

(d) Annual Salary Increases

Annual salary increases can be made in accordance with the contractor's policies and practices, applicable cost principles and the following restrictions: The negotiated escalation percentage for labor costs per annum under this contract is TBD percent. The Contractor must treat this authorized increase in labor costs as an annual pool of funds that may be used for staff salary increases within the Contractor's compensation policies. The Contractor is therefore authorized to grant salary increases on an annual basis as long as the total amount of the increases does not exceed TBD percent over the prior year's labor costs.

(e) Approvals

Contracting Officer's approval will not be required for individuals whose positions are already included in the contractor's or subcontractors' approved budgets as long as they are hired at or below the budgeted rate.

Contracting Officer's approval will be required for:

1. Key Personnel changes
2. New positions
3. Existing positions for which the rate of the proposed candidate is over the budgeted rate.
4. Existing positions for which the rate of the proposed candidate represents more than a 5% increase over the candidate's previous salary rate.

(e) Consultants

For Short-Term Technical Assistance (Consultants), the contractor must submit a Pay Scale, which will include the level of expertise (e.g., Junior, Mid-Level, Senior), along with the responsibilities and the qualifications sought for each level. No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer or if the consultant was specifically named in the approved budget and a Contractor Employee Biographical Data Sheet was submitted; and if such provision has been made or approval given, compensation must be within the pay scale specified and must not exceed: 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the maximum daily salary rate as described in ADS 302, whichever is less.

(f) Initial Salaries

The contractor must compensate all personnel in accordance with its approved salary scale, staffing plan and compensation package. In accordance with paragraph (a) above, the compensation plan must cover all proposed salary ranges for all positions. Initial salaries for candidates will be within each applicable range and will be based on other factors including but not limited to consideration of the individual's education and compensation history over the most recent 3 years.

(g) Work Week

(1) Non-overseas Employees: The length of the contractor's U.S., non-overseas employees workday must be in accordance with the contractor's established policies and practices and must not be less than 8 hours per day and 40 hours per week.

(2) Overseas Employee: The work week for the contractor's overseas employees must not be less than 40 hours and must be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperation Country associated with the work of this contract. A five (5) day workweek is approved for this contract. No overtime or premium pay is authorized under this contract. However, for occasions when there are essential and time-sensitive tasks to be performed that cannot be accomplished during a five-day workweek, a six-day workweek is authorized only for consultants and overseas personnel. The contractor must document these instances and inform the COR with a copy to the Contracting Officer.

(h) Definitions

As used in this contract, the terms "salaries" and "wages" mean the periodic remuneration received for professional or technical personal services rendered. Unless the contract states otherwise, these terms do not include any other elements of personal compensation described in the cost principle in FAR 31.205-6 "Compensation for Personal Services," such as (but not limited to) the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028). The term "compensation" is defined in FAR 31.205-6(a) and includes fees and honoraria related to the personal services provided under this contract, but excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

H.8 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is Code 937 (United States, the recipient country, and developing countries other than advanced developing countries, and excluding prohibited sources).

H.9 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.

H.10 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 is 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 the COR as well as to the Controller's office:

US address:

USAID/Colombia

Unit 3030, Box 5101

DPO, AA 34004

Colombia address:

USAID/Colombia

Carrera 45 # 24B-27

Bogota, Colombia

Electronic submission is encouraged. Reports sent via e-mail should be sent to BogotaUSAIDfmo@usaid.gov

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

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

H.11 NON DISCRIMINATION (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

H.12 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://www.usaid.gov/about/disability/DISABPOL.FIN.html>>.

(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.

H.13 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 sole purpose of USAID scanning will be to minimize security risks. The contractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above.

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

H.14 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)

a) Definitions

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

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

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

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

the requirement to:

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

c) Procedure to register for notifications.

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

d) Processing of IPN Portal Modifications

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

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

- (1) (a) verify applicability of the proposed modification for their award(s) per the instructions provided with each modification; (b) download the modification and incorporate the following information on the SF30 form: contract number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed modification (by email or hardcopy) to the CO for signature. The contractor must not incorporate any other changes to the IPN Portal modification. Bilateral modifications provided through the IPN Portal are not effective until the both the contractor and the CO sign the modification;
- (2) Notify the Contracting Officer in writing if the modification requires negotiation of additional changes to terms and conditions of the contractor
- (3) Notify the Contracting Officer that the contractor declines to sign the modification. Within 30 calendar days of receipt of a signed modification from the contractor, the CO must provide the fully executed modification to the contractor or initiate discussions with the contractor.

H.15 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)

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

- (1) “Dataset” is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the contractor submits directly to a

USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 "Submission Requirements for Development Experience Documents").

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

(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.

(2) Unless otherwise directed by the Contracting Officer (CO) or the Contracting Officer Representative (COR), the contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The contractor must also provide to the COR an itemized list of any and all DDL submissions. The contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the contractor must submit a notice to the DDL by following the instructions at www.usaid.gov/data with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

(3) The contractor must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.

(4) The contractor must ensure that any Dataset submitted to the DDL does not contain

any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.

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

H.16 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APRIL 2014)

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

H.17 ELECTRONIC SUBMISSION OF DOCUMENTS

The contractor may submit any and all documents that required under this contract, to be provided to USAID or its' representatives, electronically via the appropriate software (diskette or CD), or as an electronic mail attachment, and the submittance should consist of only one electronic file that comprises the complete and final equivalent of the paper copy, otherwise a hard copy should be provided. Acceptable software formats for electronic documents include, Microsoft Word, Word Perfect, Microsoft Excel, and Portable Document Format (PDF). USAID will accept an electronic signature from the contractor's duly appointed or specifically identified engagement authority for a given contract action.

H.18 SECURITY CONDITIONS

Contractor must be aware of security conditions in Colombia, and by entering into the contract, assumes full responsibility for the safety of its employees. Prior to commencing work in Colombia, the Contractor must ensure that it has adequate procedures in place to advise its employees of situations or changed conditions that could adversely affect their security.

In order to keep abreast of security conditions in Colombia, but particularly before any employee travels outside of Bogota, the contractor must seek information from all available sources, including USAID/Colombia, for all areas in which its employees work or travel. The contractor acknowledges that security conditions are subject to change at any moment, that USAID cannot guarantee the accuracy of any information that it may provide to the contractor and that USAID assumes no responsibility for the reliability of such information. The contractor has sole responsibility for approving all travel plans for its employees. The contractor is also responsible for immediately notifying USAID/Colombia and the US Embassy American Citizen Services section in the event a US citizen employee does not return from travel as expected. In the event that USAID requests the contractor to do so, the contractor's Chief of Party must assume responsibility for contacting all of its employees. The contractor must provide the

USAID/Colombia Executive Office the name, current address, and current home and/or cellular telephone number of the Chief of Party and of an alternate designated employee. The contractor is responsible for ensuring that the information on file in the USAID/Colombia executive office is up-to-date so that in an emergency, the Chief of Party or alternate representative can be reached immediately and he/she can rapidly contact all other affected employees

H.19 SECURITY PROTOCOL

The contractor must develop a security plan to safeguard all project operations and to comply with all United States Government regulations. The plan is to be implemented and maintained by all subcontractors (and/or sub-grantees) as well.

The plan must include:

- Procedures for reporting and addressing security threats.
- Procedures for reporting any deaths related to the project.
- Procedures for reporting and addressing any persons missing or kidnapping incidents.
- Name and contact information of security contact person for the head office and regional office(s).
- An internal “cascade” list for communicating with staff which should be updated/maintained by the contractor/grantee. The prime contractor/grantee must provide the name, address and telephone numbers of the Chief of Party and their designee to USAID as principle contacts in case of security situations/emergencies. Contractor/grantees would be responsible for passing information to their staff.

H.20 SECURITY REPORTING

As part of the overall security requirements, the contractor and its subcontractors must report any security threats verbally immediately to the COR and subsequently in writing to the Contracting Officer, in accordance with approved procedures. The contractor must develop a list of specific steps to track any potential/identified threats, which would be part of an overall security system.

H.21 LIFE SUPPORT AND SECURITY SERVICES

The Contractor is responsible for maintaining the security of its personnel, materials and equipment commensurate with the circumstances involved. All employees of the Contractor must meet the requirements of their work-site which may include background checks, security/restricted area clearance, drug-free workplace, safety training and/or other inspections/requirements.

H.22 OUTREACH AND COMMUNICATIONS SUPPORT

USAID/Colombia conducts public affairs efforts to highlight the role and contribution of U.S. assistance programs in Colombia as a way to raise public awareness, understanding, and support for USG-funded goals and activities. The contractor must enhance USAID's outreach

and communications efforts in two dimensions. The first dimension is outreach to domestic audiences. This effort will focus on describing and explaining USAID's efforts to assist the people and government of Colombia to address the rural financial services needs of the country's citizens. The second dimension, if appropriate, is to strengthen local counterparts' ability to increase public and private commitment and community support to ensure program success and sustainability by publicizing successful stories. USAID encourages the contractor to coordinate training activities with counterparts – at the regional and local levels – to strengthen their outreach efforts to build and support external commitment. Toward this end, the contractor will prepare and share with USAID updated fact sheets and at least one success story describing the impact of the program in each quarterly technical report. In addition, the contractor must coordinate with the COR and USAID's Information and Communications Office to provide information on the assistance programs and activities, and collaborate on public diplomacy events and VIP visits.

H.23 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated _____ is hereby incorporated as a material part of this contract.

Effective December 30, 2005, USAID commenced participation in the electronic Subcontracting Reporting System (eSRS). As a result, hard copies of the SF-294 and SF-295 are no longer accepted and contractors are required to submit these reports electronically. The requirement to report your use of subcontractors in the new eSRS applies to any contract in which there is a subcontracting plan to utilize U.S. small businesses.

If you need more information or register in eSRS, please visit the official website at <http://www.esrs.gov>. Please note that contract data in eSRS is tied to the DUNS Number of record.

When submitting your individual and summary reports in eSRS, please be sure to include the email address of the Contract Officer specified on the contract.

H.24 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

USAID reserves the right to terminate this Contract, to demand a refund or take other appropriate measures if the Contractor or subawardees are found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

H.25 GRANTS UNDER CONTRACTS (GUCs)

A. It is the intention of USAID/Colombia to pursue Grants under Contracts authority under this contract. The Contracting Officer (CO) has received specific approval from the Head of Contracting Activity (Mission Director), for GUC authority under this contract to execute grants ONLY with non-governmental organizations (non-profits or for-profits).

B. Authority

ADS 302.3.5.6 and ADS 302.3.4.13

Note: The Contractors will be responsible for negotiating, awarding, and monitoring the grants in

accordance with USAID assistance policies. In accordance with ADS 302.3.4.13, USAID must be significantly involved in establishing the selection criteria and must approve the recipients. USAID may be less significantly involved when grants are quite small and are incidental to the contractor's technical activities.

H.26 ENVIRONMENTAL COMPLIANCE

1a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ADS/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities.

The Offeror/contractor's environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFP.

1b) In addition, the contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

1c) No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.")

2) An Initial Environmental Examination (IEE) [LAC-IEE-14-60] has been approved for the Program(s) funding this RFP/contract. The IEE covers activities expected to be implemented under this contract.

A Categorical Exclusion is issued for the Inclusive Rural Economic Growth Project covering the Rural Financial Services (RFS) program, for those activities not expected to have significant impacts on the environment: training; technical assistance to government and civil society entities and staff; analyses and assessments of issues of concern to specific activities and support for practical research and assessments; technical advisors; office rental and equipment purchases (including computers, software, printers, scanners); logistical support; technical assistance to establish effective communications and media campaigns; preparation, updating or issuance of manuals, studies, surveys, policy documents, or communication pieces for distribution; support to civil society organizations to build institutional capacity; promotion of and support to civil society networks and think tanks; meetings, roundtables, conferences, workshops, and other fora; payment of salaries; transportation expenses, policy dialogue; and collection and analysis of data, pursuant to 22 CFR 216 Section 216.2(c)(2):

- (i) Education, technical assistance, or training programs except to the extent such training programs includes activities directly affecting the environment (such as construction of facilities, etc.);
- (iii) Analyses, studies, academic or research workshops and meetings;

(xiv) Studies, projects or programs intended to develop the capability of recipient countries to engage in development planning, except to the extent designed to result in activities directly affecting the environment (such as construction of facilities, etc.);

USAID has determined that a Negative Determination with conditions applies to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The offeror/contractor shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this solicitation/award.

3) An Initial Environmental Examination (IEE) [LAC-IEE-14-60] has been approved for the Program(s) funding this RFP/contract. The IEE covers activities expected to be implemented under this contract. The IEE contains a Positive Determination for the following proposed activities:

- Equity and/or debt financing to foster private sector development; including the provision of financial products
- Institutional capacity strengthening of producer associations through improved administrative and business practices, budgetary practices, increased market knowledge.
- Activities that may cause significant environmental impacts.

This indicates that these activities have the potential for significant adverse effects on the environment. Accordingly, the contractor is required to comply with the terms of the Programmatic Environmental Assessment (PEA) addressing the environmental concerns raised by these activities. No activity identified under this Positive Determination can proceed until Scoping as described in §216.3(a)(4) and an EA as described in §216.6 are completed and approved by USAID

4a) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Cognizant Technical Officer and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.

4b) If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.

4c) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID

5a) A provision for sub-grants is included under this award; therefore, the contractor will be required to use an Environmental Review Form (ERF) or Environmental Review (ER) checklist using impact assessment tools to screen grant proposals to ensure the funded proposals will result in no adverse environmental impact, to develop mitigation measures, as necessary, and to specify monitoring and reporting. Use of the ERF or ER checklist is called for when the nature of the grant proposals to be funded is not well enough known to make an informed decision

about their potential environmental impacts, yet due to the type and extent of activities to be funded, any adverse impacts are expected to be easily mitigated. Implementation of sub-grant activities cannot go forward until the ERF or ER checklist is completed and approved by USAID. The Contractor is responsible for ensuring that mitigation measures specified by the ERF or ER checklist process are implemented.

5b) The contractor will be responsible for periodic reporting to the USAID Cognizant Technical Officer, as specified in the Schedule/Program Description of this award.

6a) USAID anticipates that environmental compliance and achieving optimal development outcomes for the proposed activities will require environmental management expertise. Respondents to the RFP should therefore include as part of their proposal their approach to achieving environmental compliance and management, to include:

6b) The respondent's approach to developing and implementing an IEE or EA or environmental review process for a grant fund and/or an EMMP or M&M Plan.

6c) The respondent's approach to providing necessary environmental management expertise, including examples of past experience of environmental management of similar activities.

6d) The respondent's illustrative budget for implementing the environmental compliance activities. For the purposes of this solicitation, offerors should reflect illustrative costs for environmental compliance implementation and monitoring in their cost proposal.

Additional Responsibilities and Conditions:

- Each activity manager or Contracting Officer Representative (COR) is responsible for making sure environmental conditions are met (ADS204.3.4). In addition, CORs are responsible for ensuring that appropriate environmental guidelines are followed, mitigation measures in the IEE are funded and implemented, and that adequate monitoring and evaluation protocols are in place to ensure implementation of mitigation measures.
- To ensure compliance with the USAID environmental regulation 22 CFR 216, the Implementing Partner (IP) is responsible for utilizing the Monitor system as instructed by the Mission Environment Officer. The IP must ensure that appropriate environmental guidelines are followed and that mitigation measures described in the pertinent Threshold Decision for each of these activities are funded and implemented, including any necessary training or capacity building, and adequate monitoring. The IP will have the environmental expertise on staff to be able to perform environmental compliance functions.
- Applicable best management practices can be found in the Environmental Guidelines for Development Activities in Latin America and Caribbean available at the following web site: <http://www.usaidgems.org/sectorGuidelines.htm>
- The MEO, and/or his designee, reserves the right to conduct spot monitoring checks for all of the activities implemented to ensure that the conditions listed in the IEE, ETD, and subsequent environmental management plans from Monitor are being followed.
- The implementing contractor will ensure that all activities conducted under this instrument comply with all relevant ETDs. Also, through its regular performance monitoring and reporting requirements, a section on environmental compliance (e.g. mitigation monitoring results) will be included if applicable.
- Cost and technical proposals must reflect sound environmental management as an integral part of all activities to be implemented. Environmental considerations are an integral part of

the activities and shall not be considered as an additional component.

H.27 EXECUTIVE ORDER -- CLIMATE-RESILIENT INTERNATIONAL DEVELOPMENT

The Offeror/contractor must take into consideration the threat that climate change poses to program implementation and must incorporate President Obama's recently announced Executive Order (<http://www.whitehouse.gov/the-press-office/2014/09/23/executive-order-climate-resilient-international-development>) requiring all Federal agencies to make climate resilience programming a part of their international development programs and investments. The offeror must assess climate-related risks and vulnerabilities for the program, ensuring the work is sustainable and successes endure.

H.28 USAID LEGAL AND POLICY CONSIDERATIONS

The offeror/contractor should be aware of USAID legal and policy requirements that apply to agricultural development when proposing activities. Some considerations include, but are not limited to, the following:

- 1) USAID Implementation of Construction Activities, available at <http://inside.usaid.gov/ADS/300/303maw.pdf>
- 2) Under section 601(d) of the Foreign Assistance Act, as amended, states that if providing capital (for example, construction) assistance, U.S. engineering and professional services must be used to the maximum extent, consistent with U.S. interests.
- 3) Section 604(g) of the Foreign Assistance Act of 1961, as amended states that no engineering or construction services may be procured from advanced developing countries¹⁶ eligible under Code 941 that have attained competitive capability in international markets, *unless*:
 - (1) The advanced developing country is receiving direct economic assistance under the FAA, and
 - (2) Its own assistance program would permit U.S. firms to compete for similar services.
- 4) FY 2014 section 7081 states that no funds can be expended to provide "any financial incentive to a business enterprise currently located in the United States for the purpose of inducing such an enterprise to relocate outside the United States if such incentive or inducement is likely to reduce the number of employees of such business enterprise in the United States because United States production is being replaced by such enterprise outside of the United States." ADS 225 provides guidance on the kinds of trade and investment promotion activities that are clearly prohibited by FY 2014 FOAA section 7081, on the kinds of activities that are clearly permitted by the legislation, and on the kinds of activities that fall within a gray area which require further review and consideration of policy and legal issues before they can be funded.
- 5) Policy Determination 15 states that "AID does not intend to support production of agricultural commodities for export that are likely to have a **significant impact on competing U.S. exports.**" PD-15 <http://www.usaid.gov/policy/ads/200/pd15.pdf> outlines the relevant factors to be taken into account:
 - export potential of the commodity in question;
 - magnitude of production likely to result from the project;
 - likely export markets;
 - volume of U.S. exports of the commodity in question and similar commodities;

¹⁶ The revised 22 CFR 228 contains a definition of "developing countries" and "advanced developing countries." The revised ADS 310 has a current list of both developing and advanced developing countries.

- U.S. share of the world or regional market that could reasonably be expected to be affected by increased exports of the commodity
- 6) FY 2014 FOIA section 7025(a) prohibits USAID from providing assistance to establish or expand production of any commodity for export if the commodity is likely to be in surplus on world markets and substantial injury will be caused to U.S. producers of the same, similar, or competing commodities.
 - 7) Under FAA Sec. 604(e), and ADS 312, agricultural commodities and products thereof must be procured within the U.S. unless the commodity or product could not be reasonably produced in the U.S. in fulfillment of the particular assistance program. Waivers can be requested on a case by case basis, and must be approved prior to the purchase of such restricted commodities.

H.29 AIDAR 752.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)

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

- (a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.
- (b) If USAID or the Contractor has secured a waiver of DBA coverage (see AIDAR 728.305-70(a)) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.
- (c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

Contractors must apply for coverage directly to AON Risk Insurance Services Inc., the agent for AWAC DBA Insurance, at one of the following offices:

- (1) AON Risk Insurance Services West, Inc.
199 Fremont St., Suite 1400
San Francisco, CA 94105
Hours: 8:30 A.M. to 5:00 PM, Pacific Time

Primary Contact: Fred Robinson
Phone: (415) 486-7516
Fax: (415) 486-7059
Email: Fred.Robinson@aon.com

Secondary Contact: Angela Falcone
Phone: (415) 486-7000
Email: Angela.Falcone@aon.com

OR

(2) AON Risk Insurance Services East, Inc.
1120 20th St., N.W., Suite 600
Washington D.C. 20036
Hours: 8:30 A.M. to 4:00 P.M., Eastern Time

Primary Contact: Ellen Rowan
Phone: (202) 862-5306
Fax: (202) 429-8530 Email: Ellen.Rowan@aon.com

Secondary Contact: Chris Thompson
Phone: (202) 862-5302
Email: Chris.Thompson@aon.com

Applicants request coverage by completing Attachment I, "Application for Defense Base Act Insurance." Submit a faxed copy to either AON office or e-mail an executed application to usaiddbains@aon.com.

For further information, please check AAPD 12-01 Defense Base Act (DBA) Insurance for 2010-2015 at http://www.usaid.gov/sites/default/files/documents/1868/aapd12_01.pdf

[END OF SECTION H]

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

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
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	SEP 2007
52.203-12	LIMITATION OF PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-2	SECURITY REQUIREMENTS - ALTERNATE II	AUG1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
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
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	JAN 2014
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR	AUG 2013

	DEBARMENT	
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	OCT 1997
52.215-22	LIMITATIONS ON PASS THROUGH CHARGES -IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009
52.215-23	LIMITATIONS ON PASS THROUGH CHARGES – FIXED-FEE	OCT 2009
52.216-8		JUN 2011
52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR 1984
52.217-8	OPTION TO EXTEND SERVICES	NOV1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	OCT 2014
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2014
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II	OCT 2014 OCT 2001
52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN	JAN 1999
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	MAY2014
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUL 2014
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	SEP 2010
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
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
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 ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-CERTIFICATION	DEC 2012
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014
52.228-7	INSURANCE—LIABILITY TO THIRD PERSONS	MAR 1996
52.229-8	TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.232-17	INTEREST	MAY 2014
52.232-22	LIMITATION OF FUNDS	APR 1984

52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-25	PROMPT PAYMENTS ALTERNATE I	JUL 2013 FEB 2002
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER —CENTRAL CONTRACTOR REGISTRATION.	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD ALTERNATE I	AUG 1996 JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	MAY 2014
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-2	PRODUCTION PROGRESS REPORTS.	APR 1991
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP-WORK ORDER ALTERNATE I	AUG 1989
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	JUL 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

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752.202-1	DEFINITIONS	JAN 1990
752.204-2	SECURITY REQUIREMENTS	
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
752.7006	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
752.7025	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 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

I.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(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 (FAPIIS) 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 FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

I.4 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by

the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

I.5 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)

(a) Invoicing. (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor

categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

I.6 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)

(a) "Cancellation," as used in this clause, means that the Government is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Contracting Officer—

(1) Notifies the Contractor that funds are not available for contract performance for any subsequent program year; or

(2) Fails to notify the Contractor that funds are available for performance of the succeeding program year requirement.

(b) Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.

(c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.

(d) 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.

(e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date—

(1) Of notification of the nonavailability of funds; or

(2) Specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.

(f) The Contractor's claim may include—

(1) Reasonable nonrecurring costs (see Subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multi-year requirements;

(2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;

- (3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and
- (4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.

(g) The claim shall not include—

- (1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;
- (2) Any cost already paid to the Contractor;
- (3) Anticipated profit or unearned fee on the canceled work; or
- (4) For service contracts, the remaining useful commercial life of facilities. “Useful commercial life” means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

(h) This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.

(i) Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

I.7 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause—

“Coercion” means—

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

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

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

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

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

- (1) By threats of serious harm to, or physical restraint against, that person or another person;

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

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

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process. “Severe forms of trafficking in persons” means—
 - (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
 - (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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

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

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

(c) Contractor requirements. The Contractor shall—

- (1) Notify its employees of—
 - (i)(A) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and
 - (B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:
http://www.usaid.gov/sites/default/files/documents/2496/C-TIP_Field_Guide_Final_April%205%202013.pdf
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

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

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

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

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.

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

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

I.8 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

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

I.9 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far/>

[END OF SECTION I]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J - LIST OF EXHIBITS/ATTACHMENTS

EXHIBITS/ATTACHMENTS – TITLE

EXHIBIT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

EXHIBIT 2 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET
A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

EXHIBIT 3 - SMALL BUSINESS SUBCONTRACTING PLAN (*To be submitted by offeror – Not applicable if the prime offeror is a local organization*)

EXHIBIT 4 - BRANDING IMPLEMENTATION PLAN AND MARKING PLAN (*To be submitted by Offeror*)

ATTACHMENT 1 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES
A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 2 - PAST PERFORMANCE QUESTIONNAIRE

ATTACHMENT 3 - BUDGET TEMPLATE
Electronic version is uploaded as a separate Microsoft Office Excel file in <http://www.fedbizopps.gov/>

ATTACHMENT 4 - U.S. MISSION COLOMBIA LOCAL COMPENSATION SALARY TABLE
Electronic version is uploaded as a separate Microsoft Office Excel file in <http://www.fedbizopps.gov/>

ATTACHMENT 5 – OLGOONIK, ACCESS TO FINANCIAL SERVICES IN RURAL AREAS – MARKET STUDY, JULY 2014

Electronic version is uploaded as a separate Adobe Acrobat (pdf) file in:

<http://www.fedbizopps.gov/>

Electronic version can also be found in:

<https://dec.usaid.gov/dec/content/Detail.aspx?ctID=ODVhZjk4NWQtM2YyMi00YjRmLTkxNjktZTcxMjM2NDBmY2Uy&rID=MzU1ODE5>

ATTACHMENT 6.a – UT ECONOMETRIA MARULANDA CONSULTORES, ASSESSMENT OF RURAL AND AGRICULTURAL FINANCIAL SERVICES IN COLOMBIA, AUGUST 2014

ATTACHMENT 6.b – UT ECONOMETRIA MARULANDA CONSULTORES, ESTUDIO DE SERVICIOS FINANCIEROS RURALES Y AGRICOLAS EN COLOMBIA, AGOSTO 2014

Electronic versions are uploaded as a separate Adobe Acrobat (pdf) file in

<http://www.fedbizopps.gov/>

Electronic versions in English and Spanish can also be found in:

<https://dec.usaid.gov/dec/content/Detail.aspx?ctID=ODVhZjk4NWQtM2YyMi00YjRmLTkxNjktZTcxMjM2NDBmY2Uy&rID=MzU0MDI2>

ATTACHMENT 7.a – OLGOONIK, USAID SUPPORT FOR FINANCIAL DEVELOPMENT IN COLOMBIA 2004-2013, NOVEMBER 2014

ATTACHMENT 7.b – OLGOONIK, APOYO DE USAID AL DESARROLLO FINANCIERO EN COLOMBIA 2004-2013, NOVIEMBRE 2014

Electronic versions are uploaded as separate Adobe Acrobat (pdf) files in

<http://www.fedbizopps.gov/>

Electronic versions in English and Spanish can also be found in:

<https://dec.usaid.gov/dec/content/Detail.aspx?ctID=ODVhZjk4NWQtM2YyMi00YjRmLTkxNjktZTcxMjM2NDBmY2Uy&rID=MzU1ODIw>

USEFUL LINKS:

1. DOING BUSINESS WITH USAID: <http://www.usaid.gov/work-usaid/get-grant-or-contract/trainings-how-work-usaid>
2. US AGENCY FOR INTERNATIONAL DEVELOPMENT: <http://www.usaid.gov>
3. USAID AUTOMATED DIRECTIVES SYSTEM (ADS): www.usaid.gov/pubs/ads.
4. SF-1034 FORM (VOUCHER FOR PUBLIC SERVICES OTHER THAN PERSONAL): <http://www.usaid.gov/sa/usaisa/sf1034.pdf>

[END OF SECTION J]

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS****K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN- REPRESENTATION AND CERTIFICATIONS	DEC 2012

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

(2) The small business size standard is \$15M

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

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

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

[] (i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

Guard.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation.

This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

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

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

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

K.3 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 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 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.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION	JAN 2004
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	JUL 2013
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

L.2 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - ALTERNATE IV (OCT 2010)

- (a) Submission of cost or pricing data is not required.
- (b) Provide data described below: See L.11 INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates to award a Cost Plus Fixed-Fee (CPFF) Completion contract resulting from this solicitation.

L.4 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in

terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

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

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Harvey Eichenfield
Supervisory Contracting Officer

Hand-Carried Address:
Office of Acquisition and Assistance (OAA)
USAID/Colombia
Carrera 45 No. 24 B - 27
Bogota, Colombia

Mailing Address:
Office of Acquisition and Assistance (OAA)
USAID/Colombia
Unit 3030
Box 5101
DPO AA 34004

Fax: 571/275-2319
Copy to GC/LE fax number: 202/216-3050

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

L.6 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far/>

L.7 EXPLANATION TO PROSPECTIVE OFFERORS

Any prospective offeror with questions regarding this solicitation must submit them in writing. Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors. All questions or requests for information must be directed only to Contracting Officer, and must be sent via e-mail to Paula Cubillos (pcubillos@usaid.gov) and Erik Markovs (emarkovs@usaid.gov), no later than **January 20, 2015 3:00 P.M. (Local Colombian Time)**. Both questions and answers to questions will be posted on www.FedBizOpps.gov. We will not identify the firm asking the questions. Offerors may only hold discussions regarding any aspect of this solicitation with the Contracting Officer.

L.8 GENERAL INSTRUCTIONS TO OFFERORS

- (1) Electronic responses are required for this solicitation.
- (2) The Offeror must submit the proposal via e-mail with up to 4.5 MB limit per email compatible with Microsoft Office (Word, Excel, etc.), WordPerfect in a MS Windows environment, .and/or Portable Document Format (PDF). There has been a problem with the receipt of *.zip files due to anti-virus software. Therefore, Offerors are discouraged from sending files in this format as we cannot guarantee their acceptance by the internet server.
- (3) The subject of each email should read as follows: **SOL-514-15-000003 (RURAL FINANCIAL SERVICES PROGRAM) E-MAIL 1 of #.**
- (4) Please submit your proposals to the e-mail addresses below by **March 5, 2015 3:00 P.M. (Local Colombian Time)**. Receipt by any one addressee below in accordance with the deadline, will constitute timely receipt for this RFP. You will receive a confirmation from us via e-mail. Note that electronic signatures are acceptable by USAID.
- (5) The addresses for receipt of proposals are pcubillos@usaid.gov and emarkovs@usaid.gov.

- (6) Offeror is 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 mail server. Offerors are strongly encouraged to review FAR 15.208.
- (7) Hand delivered proposals (including commercial courier) and facsimile transmission will not be accepted.
- (8) Proposal Clarity – Your proposal should be specific, complete, and concise. The offeror is urged to examine this solicitation in its entirety, in order to assure 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 in response to this solicitation should address how the offeror intends to carry out the Performance Work Statement (PWS) in Section C of the RFP. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. You should ensure that your Cost Proposal is consistent with your Technical Proposal in all respects since the Cost Proposal may be used as an aid to determine the offeror's understanding of the technical requirements.
- (9) Offer Acceptability - Pursuant to Block 12 of Standard Form 33 of this RFP, offerors are requested to extend the period for acceptance of offers for at least 180 days.

L.9 INSTRUCTIONS SPECIFIC TO LOCAL ORGANIZATIONS

- (1) An organization must meet the following criteria to qualify as a “Local Organization” under this RFP, as defined in USAID ADS 201 (<http://www.usaid.gov/sites/default/files/documents/1870/201saf.pdf>):
 - a) Be organized under the laws of Colombia;
 - b) Have its principal place of business Colombia;
 - c) Be majority owned by individuals who are citizens or lawful permanent residents of Colombia or be managed by a governing body, the majority of whom are citizens or lawful permanent residents of Colombia; and
 - d) Not be controlled by a foreign entity or by an individual or individuals who are not citizens or permanent residents of Colombia.

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.

- (2) If a local organization does not have established overhead rates, indirect costs can be budgeted for under “Direct Costs” on the attached budget template, ATTACHMENT 3 –

BUDGET TEMPLATE.

- (3) Local Organizations ARE required to submit the following additional information as part of their proposals to this RFP:

- Certificate of Chamber of Commerce
- Minutes of Incorporation of the Entity
- Updated By-laws
- Structure of the corporate bodies (including Statutory Audit)
- List of members of the corporate bodies and minutes attesting their appointment.

- (4) Local Organizations may enter into consortiums, local partnerships or joint ventures and submit proposals jointly.

If two or more parties have formed a partnership or joint venture (see FAR Subpart 9.6), for the purposes of submitting a proposal under this solicitation and, if selected, would perform the contract as a single entity, they must submit, as an attachment to the Cost/Business Proposal, the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement.

In addition, the teaming arrangements must be identified, company relationships must be fully disclosed and respective responsibilities and method of work must be expressly stipulated. The joint venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation of Sub-awards under the resultant contract, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared.

In addition, the principles to the joint venture or partnership agreement must agree to be jointly and severally liable for the acts or omissions of the other.

- (5) Local Organizations are encouraged to review the following web link, which provides additional information on how to do business with USAID:

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

L.10 PROPOSAL FORMAT AND CONTENT

- (1) Proposals must be submitted in two (2) volumes: 1) TECHNICAL PROPOSAL (Includes Contractor Performance Information), and 2) COST/BUSINESS PROPOSAL. No cost information must be presented in the Technical 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 should be part of the TECHNICAL PROPOSAL to indicate overall human resource inputs for the work.

(3) Proposal Page Limitation:

- i. The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

<u>Proposal Section</u>	<u>Page Limitation</u>
TECHNICAL PROPOSAL	40 pages
COST/BUSINESS PROPOSAL	Not page limited

- 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 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 (5) 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.

- (4) The forty (40) Page Limitation stated above for the TECHNICAL PROPOSAL is inclusive of:
- a. Executive Summary;
 - b. Technical Approach;
 - c. Management Plan Approach and Capability;
 - d. Staffing Plan and Key Personnel;
 - e. Application of Technical Approach through a Case Study

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:

- f. Draft Initial Annual Work Plan
 - g. Institutional Past Performance;
 - h. Key Personnel Résumés;
 - i. Letters of Commitment (Subcontractors);
 - j. Nonexclusive Letters of Support from local organizations;
 - k. Individual Letters of Commitment for Key Personnel.
 - l. One page annex, outlining the proposed methodology for selecting sub-award recipients
- (5) The COST/BUSINESS PROPOSAL is not page limited; however, it is to be strictly limited to:
- a. The executed Standard Form (SF) 33;
 - b. Responses to proposed Costs/Prices;
 - c. Indirect Cost Information;
 - d. The executed Section K, Representations, Certifications, Other Statements of Offerors;
 - e. Policies and Procedures;
 - f. The Subcontracting Plan;
 - g. Joint Venture Information;
 - h. Evidence of Responsibility;
 - i. Information to Support Consent to Major Subcontractors;
 - j. Employee Biographical Data Sheets ;
 - k. Information Concerning Work-Day, Work-Week, and Paid Absences;
 - l. Adequate Security Costs Documentation;
 - m. Other Price and Cost Detail Instructions;
 - n. The Branding Implementation Plan and Marking Plan;
 - o. The Approach to Achieving Environmental Compliance and Management;
 - p. Offeror Compensation Plan;

L.11 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

Offerors must organize the technical proposal to follow the technical evaluation factors listed in Section M. The Technical Proposal must be submitted electronically, and include the information set forth below:

TECHNICAL IMPLEMENTATION

Your Technical Approach must clearly discuss all of the components comprising the Technical Subfactors and elements described below.

Technical Approach:

1. The technical proposal must show how the offeror intends to carry out the Performance Work Statement (PWS) contained in Section C and how it will achieve the expected results listed under each of the components in Section C.4 in close coordination with selected financial intermediaries (commercial banks, finance companies, savings and loan cooperatives and financial NGOs), taking into consideration the General Organizing Principles outlined in section C.3.3. It must reflect a clear understanding of the work to be undertaken, and clearly reflect the rationale for activities during the evolution of program phases and the responsibilities of all parties involved, including proposed partnerships and counterpart organizations. The Technical Approach must link tasks to required results and outputs within the period of performance and must show how these results and outputs help demonstrate the impact of the proposed technical approach, as well as the ability to achieve the USAID/Colombia's goals and objectives within the period of this program.

The proposal must also reflect the offeror's understanding of the geographic scope and must provide arguments explaining the rural areas prioritized for RFS and the rationale behind that choice.

2. In order to evaluate the innovation of the proposed technical approach, the offeror must present a case study. The offeror must select a municipality in a neglected rural area of Colombia and describe illustrative activities that it would undertake in that municipality to incorporate innovative financial services in order to increase sustained access to financial services. The case study should be clear and succinct, but provide sufficient detail to evaluate the factors set forth in Section M. (Note: there is a four-page limit for this Case Study. Submissions longer than four pages will not be considered).
3. The Technical approach must describe the strategy proposed by the offeror to make its approach sustainable and fully institutionalize the program after its conclusion in order to guarantee effective provision of inclusive market-responsive rural financial services in the long run when the program is over. The technical approach must clearly state the local actors the offeror proposes to work with and must not include exclusivity arrangements with local organizations (PFIs, GOC, NGOs, etc.).
4. The technical proposal must show a) the offeror's ability to design activities using a differentiated approach; b) how the offeror intends to integrate cross-cutting issues such as gender, Afro-Colombian and Indigenous groups and other minority groups or vulnerable populations (persons with disabilities and the LGBTI community) into the proposed approach to encourage access to financial services; c) identify factors that could negatively impact the access to financial services of these populations and d) include an strategy to mitigate them.

Key Personnel & Staffing Plan:

1. The proposal must present the offeror's proposed key personnel positions and candidates (both field and, if applicable, home office), a description of the role, location and on the job relationships, and for additional proposed key personnel, an explanation of why that position is considered key for achieving project results. The proposal must demonstrate the qualification and professional experience of key personnel and their experience working on project activities similar to their designated duties and responsibilities for this project and on their success in managing similar activities and tasks. The Chief of Party, Deputy Chief of Party/Senior Financial Sector Specialist, Senior Grants Manager and Financial Environment Advisor are required key personnel, with a fifth key personnel slot available, should the Offeror which to propose a fifth position.

Offerors must include in an EXHIBIT to the technical proposal (which will not count against the page limit set forth above), résumés for all key personnel candidates. Résumés may not exceed three pages in length. Each résumé must be accompanied by a letter of commitment from each candidate indicating his/her availability under the contract, in terms of days after award and in terms of long term commitment to the activity. For the COP, the offeror must include information that shows his/hers English language abilities to assure effective communication with USAID and other USG entities

2. The technical proposal must include a planned staffing plan, including specific position titles and level of effort for each position and describe how the management structure will implement the contract activities. The staffing plan must relate directly to the approaches, strategies, and interventions proposed for achieving the results, and include the anticipated short-term technical assistance needs, home and field offices, etc., as well as gender and diversity factors, as deemed important by the offeror. The offeror must outline its transition strategy for the COP if applicable.

Organizational Capacity:

1. The technical proposal must show the offeror's ability to perform the work requested in the PWS by describing relevant experience, current capacities, expertise, and representative accomplishments in developing and implementing on-going or prior relevant programs that have a direct relationship to the proposed activities in Colombia or the LAC region. The offeror must include information on managing initial activities for this specific contract, timelines for when capacity will be established to implement activities, and specific details on when initial program activities will begin.
2. Offerors must identify the institutional partnerships with different organizations for the implementation and performance of this contract (subcontractors or alliances/teaming arrangements with local organizations) and describe the roles and responsibilities of such local, regional, and/or international organizations. The overall discussion must specify the nature of organizational linkages between the prime contractor and any subcontractor and allied organizations including lines of authority and accountability as well as patterns for utilizing and sharing resources. The proposal must also describe the type, amount, complexity and variety of work to be performed by these organizations. Finally, Offerors must discuss the role of the field office(s) and home office(s) (if applicable), and provide an organizational chart.

PAST PERFORMANCE

(a) The offeror (including all partners of a joint venture) must provide performance information for itself and each major subcontractor (one whose proposed cost exceeds US\$1,000,000.00) of the offeror's total proposed cost in accordance with the following:

1. List in an annex to the technical proposal information on up to five (5) recent (within the past 3 years) performed contracts or on-going contracts as a prime or as a major sub-contractor, team or consortium member that demonstrate past experience in carrying out tasks **similar in content, magnitude and complexity to this requirement**.

2. Provide for each of the contracts listed above a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, and a description of the performance to include:

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

USAID recommends that you utilize Attachment 2 (Past Performance Questionnaire) to request Past Performance feedback from your contacts, to be sent to USAID directly. Offerors must complete the top portion of this form and advise contacts to submit the completed form to pcubillos@usaid.gov and emarkovs@usaid.gov.

(b) If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken (FAR 15.305(a)(2)).

(c) Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work. This information is not included in the page limitation.

(d) Performance in Using Small Business (SB) Concerns (as defined in FAR 19.001) (*Not applicable if the prime offeror is a local organization*)

(1) This section (d) is not applicable to offers from small business concerns.

(2) As part of the evaluation of performance in Section M.3 of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and prior contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract(s).

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

(A) Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small

businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar SB incentive programs set out in your contract(s) and explain any mitigating circumstances if goals were not achieved.

(B) To supplement the narrative summary in (A), provide a list of the contracts for which you submitted subcontract reports to eSRS (FAR 52.219-9(d)(10)) over the past three years and a copy of any similarly recent subcontracting reports if they were not submitted to eSRS.

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

L.12 INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL

(1) Standard Form (SF) 33

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

(2) 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 solicitation 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 is required to submit 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). Since an award may be made without further discussion, 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. If applicable, 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. If the winning offeror is a local organization, a pre-award survey will be conducted to determine whether the Starbucks Coffee Trading Company has entity has sufficient administrative and financial management capacity to manage USAID funds in accordance with U.S. Government and USAID requirements.

- 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, time-and materials, labor hour, or sole source fixed price subcontract must be supported in a similar manner consistent with the instructions provided under L.1 INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL, (2) Proposed Costs/Prices. Prospective subcontractors may submit proprietary information other than 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 RFP.
- 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 provide the Cost Proposal budgets in Microsoft Office Excel Worksheets. We have included ATTACHMENT 3 - SUMMARY COST WORKSHEETS (SECTION J) (Electronic version is uploaded as a separate Microsoft Office Excel file in <http://www.fedbizopps.gov/>), which must be completed for the entire contract including all subcontracts. Please ensure that the Summary Cost Worksheets provided include separate worksheets for the prime and all subcontracts. This will be used to analyze proposals and determine best overall value. If possible, we request that the Offeror's detailed worksheets, in support of this summary, be provided in one large spreadsheet with linkages to the summary worksheets, to ease analysis.
- f. All Electronic Cost Submissions must be true self-calculating spreadsheets (formulated).
- g. 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.
- i. Salary and Wages: Direct salaries and wages for long-term and short-term expatriate staff, long-term and short-term CCN staff as well as home office support staff must be proposed in accordance with the Offeror's personnel policies. Unit costs for each proposed position, key or not, must be expressed in an amount per work day with the corresponding level of effort required for the position (number of work days) and then calculated to a total cost for each cost period where the salary

must be applicable. Fully executed Biographical Data Sheets are required for each key person (forms may be obtained at: http://www.usaid.gov/procurement_bus_opp/procurement/forms/). As indicated in the budget template, the offeror must separate expatriate and cooperating country national labor categories for short/long-term and administrative staff. Narratives must provide a discussion of the estimated annual escalation of all salaries where applicable. Salaries proposed in excess of maximum annual salary rate described in "AAPD 06-03" must be explained thoroughly (see: http://www.usaid.gov/business/business_opportunities/cib/pdf/aapd06_03.pdf). One annual salary increase may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding USAID CST may be granted only with the advance written approval of the Contracting Officer. The contractor should budget for field presence of 18 Colombian staff members.

- ii. Fringe Benefits¹⁷: If the Offeror has a fringe benefit rate that has been approved by an agency of the Government, such rate must be used and evidence of its approval must be provided. If a fringe benefit rate has not been so approved, the application must propose a rate and explain how the rate was determined. If the latter is used, the narrative must include a detailed breakdown comprised of all items of fringe benefits (e.g., unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries.
- 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 http://aoprals.state.gov/content.asp?content_id=184&menu_id=81). 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.

¹⁷ Fringe costs are the benefits your organization provides to its employees other than direct wages or salaries. Examples include health insurance, taxes, transportation benefits and similar benefits. Holiday, sick and vacation days are sometimes part of fringe. For local staff, fringe benefits will depend on local labor laws.

- 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.
- viii. 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 (http://aoprals.state.gov/Web920/allowance.asp?menu_id=95) For further information, check the clause of this RFP entitled "Differentials and Allowances" (AIDAR 752.7028).
- ix. 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 (13) below for additional information regarding adequate security costs documentation.
- x. Environmental: The Offerors must take environmental considerations and significant environmental impacts of the proposed activities into account and assure that appropriate environmental safeguards are adopted for all activities. If applicable, Cost/business proposals must reflect sound environmental management as an integral part of all activities to be implemented. Environmental considerations are an integral part of the activities and must not be considered as an additional component.
- xi. Monitoring & Evaluation: Offerors must to include costs of data collection, analysis, and reporting as a separate line item in their budgets to ensure that adequate resources are available.
- xii. 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.
- xiii. 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.
- xiv. Indirect Costs: The Offeror must support the proposed indirect cost rate with a letter from a cognizant U.S. Government audit agency or with sufficient information for USAID to determine the reasonableness of the rates. (For example, a breakdown of labor bases and overhead pools, the method of determining the rate,

a description of all costs in the pools, etc.) The Offeror must propose indirect cost ceilings. See (3) below for additional information regarding indirect cost submission requirements.

xv. Fee: The Offeror may propose and explain the basis for their proposed fixed fee.

(3) Indirect Cost Information

- a. The Offeror and each proposed major subcontractor must include a complete copy of its most current Negotiated Indirect Cost Rate Agreement (NICRA) or other documentation from its cognizant Government Audit Agency, if any, stating the most recent final indirect cost rates. The proposal must also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.
- b. If the Offeror or any major subcontractor does not have a cognizant Government Audit Agency, the proposal must include:
 - i. Audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization), must be included in the proposal. The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed; and
 - ii. the most recent two fiscal year pool and base cost compositions along with derived rates, the bases of allocation of these rates and an independent certified audit by a certified accounting firm of these rates.

(4) Representations, Certifications, and Other Statements of Offerors

The Offeror and each proposed subcontractor must complete Section K, "Representations, Certifications, and Other Statements of Offeror", and sign and date on the last page in the space provided.

(5) Policies and Procedures

If the offeror does not have prior Federal contracting experience submit a copy of its personnel policies, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc. The Contracting Officer may determine that a Pre-Award Survey is necessary. (See FAR 9.106).

(6) Subcontracting Plan

If the offeror is other than a small business, it must submit a Subcontracting Plan (see Exhibit 3 in Section J). Submitted Plans must address subcontracting with small business (SB), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned

small business concerns.

(7) Joint Venture Information

If two or more parties have formed a partnership or joint venture (see FAR Subpart 9.6), for the purposes of submitting a proposal under this solicitation and, if selected, would perform the contract as a single entity, they must submit, as an attachment to the Cost/Business Proposal, the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement. In addition, the teaming arrangements must be identified, company relationships must be fully disclosed and respective responsibilities and method of work must be expressly stipulated. The joint venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation of Sub-awards under the resultant contract, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared. In addition, the principles to the joint venture or partnership agreement must agree to be jointly and severally liable for the acts or omissions of the other.

(8) 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 must not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;
- 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.).

(9) 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.

(10) Biographical Data Sheets and Individual Letters of Commitment

The offeror must submit completed Contractor Employee Biographical Data Sheets (See Section J of this solicitation) for each individual proposed as key personnel. 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.

(11) Information to Support Consent to Major Subcontractors

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 initial award.

(12) Information Concerning Work-Day, Work-Week, and Paid Absences

- a. The offeror and each proposed major subcontractor must indicate the number of hours and days in its normal work-day and its normal work-week, both domestically and overseas, for employees and consultants. In addition, the offeror and each proposed major subcontractor must- indicate how paid absences (US holidays, local holidays, vacation and sick) must be covered.
- b. A normal, work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. The offeror and major subcontractors must describe their core day and work week policies.
- c. The work day and work week policies and the method of accounting for paid absences for the offeror and major subcontractors will be incorporated into the contract in Section B.

(13) Adequate Security Costs Documentation

Offeror must detail all proposed security costs elements, in order to allow the Contracting Officer 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 CO will consult with the Regional Security Office (RSO), when reviewing the reasonableness of proposed security costs. 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.

(14) Other Price and Cost Detail Instructions

The proposed cost for five years must be based on the information set forth below. These estimates are for proposal and selection purposes only and are not a guarantee for any contract that may be awarded. Assume a contract start date of July 2015.

All cost and pricing information must be submitted in a format consistent with the contract's five-year period of performance with details by contract year 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 Attachment 3.

(15) Rural Financial Services(RFS) Grants Fund Estimate

USAID anticipates that \$7,000,000 million is an appropriate estimate for the Rural Financial Services(RFS) Grants Fund for Grants under Contract (GUCs). Within the \$7M, the offeror must budget \$2,000,000 for the Incentive grants fund that will be used to reduce the costs of entry barriers of PFIs to service rural clients. This fund will be leveraged on a 1:3 ratio. The offeror must budget the remaining \$5,000,000 for the Challenge grants fund which will be leveraged on a 1:1 ratio.

(16) Potential Government Funding

USAID anticipates receiving between \$20 million and \$23 million to fund this activity over the five year term of the contract. This information is provided for your information in preparing your proposal. It is a representation of the relative magnitude of the activity but must not be used as a target. Your proposal will be evaluated for cost realism in accordance with Section M. Proposals exceeding this amount may be considered unacceptable and thus not evaluated further.

L.13 BRANDING IMPLEMENTATION PLAN AND MARKING PLAN

(1) Branding Implementation 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.

The offeror must prepare a Branding Implementation Plan containing information substantially similar to the template provided in Section J, Exhibit 4, Branding Implementation Plan and Marking Plan.

(2) 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.2.

The offeror must prepare a Marking Plan containing 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

M.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.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
---------------	--------------	-------------

M.2 METHOD OF EVALUATION

Proposals received in response to this RFP will be evaluated by a USAID Evaluation Committee in accordance with AIDAR 715.3. Technical implementation and Past Performance Information will be scored using an adjectival evaluation scale (exceptional, very good, satisfactory, marginal and unsatisfactory). If the offeror has no relevant past performance, it will be rated as "neutral". [see FAR 15.305(a)(2)(iv)]. Cost Information will be considered but will not be assigned a numerical or adjectival score. The Source Selection Official (SSO), after consultation with the evaluation committee and other advisors, will select for contract award the offeror which he or she considers to be able to perform the contract in a manner that constitutes the best value to the Government, all factors considered.

The evaluation will be performed on the basis of material presented and substantiated in the proposal and not on the basis of what may be implied. Vague statements will be interpreted as a lack of understanding on the part of the offeror and/or inability to demonstrate adequate qualifications. Your attention is directed to Section L, which provides important instructions concerning proposal preparation.

M.3 EVALUATION FACTORS

The evaluation factors are listed in descending order of importance. Overall, in the selection of a contractor for this contract award, Technical and Past Performance, when combined, are more important than Cost. However, as Technical scores become closer, Cost increases in importance.

FACTOR 1 – TECHNICAL IMPLEMENTATION

The content of this section of your proposal will provide the basis for the evaluation of your response to the technical requirements of the RFP. The sub factors below reflect the requirements of this particular solicitation. Offerors should note that these factors serve both: a) as the standard against which each Technical Proposal will be evaluated in response to the requirements of this Performance Work Statement (PWS) and b) to identify significant matters which the Offeror should address in their proposals.

The sub factors below are presented by major category in descending order of importance, so that the Offerors know which areas require emphasis in the preparation of the proposals.

Sub-factor I. Technical Approach: In this sub factor, the Technical Evaluation Committee will evaluate with equal order of importance:

1. The technical quality, responsiveness, creativity, adaptability and realism/feasibility of the offeror's proposed approach to (i) include at least 200,000 new clients in marginalized rural areas of Colombia with a total disbursement of at least \$500 million in formal financial services; (ii) strengthen the capacity of selected financial intermediaries and work with their existing networks and offices; (iii) utilize at least 85% of a USAID DCA guarantee and develop a similar DCA mechanism tailored to Colombian needs in rural marginalized areas; (iv) develop at least 10 new or improved financial products or services with high potential to be scaled up, including but not limited to value chain finance and insurance; and (v) disseminate knowledge products with key Colombian financial sector actors including PFIs, government entities and other donors.
2. Innovation of the approach. The evaluation will examine how the practical responses put forward in the case study reflect the analytical process behind the offeror's proposed approach and describe how innovative financial services may work in neglected rural areas of Colombia in order to increase sustained access to financial services. Innovative solutions may include, but are not limited to, new technologies, new service delivery practices, financial service methodologies or products, more cost-effective variations of existing methodologies or products, or new practices that will help reduce the cost of financial services, increase the number of clients or penetrate new marginalized rural areas/population segments (new markets). In its review of this case study, the Government will evaluate how the offeror would determine the geographic scope of activities; why specific activities would be prioritized; how and what activities would be developed; how the offeror proposes to manage risk; utilization of proposed staff and local partners; and when and how to transition between different types of activities within the selected municipality.
3. The likelihood of sustainability¹⁸ of the proposed intervention, in order to guarantee effective provision of inclusive market-responsive rural financial services in the long run when the program is over. The TEC will evaluate the proposed involvement of local actors that have a unique context-specific capacity, in terms of knowledge and understanding of local systems, awareness of existing conditions and barriers, social capital, credibility, and political skills. USAID will evaluate how the proposed intervention will strengthen the capacity of local actors (PFIs, GOC, NGOs, etc) to maintain, contribute and elevate solutions to Colombia's development challenges with regards to the provision of inclusive rural financial services. USAID expects that Offerors will have equal access to all local organizations needed for this contract, and strongly discourages exclusivity agreements with local organizations.
4. Extent to which gender and vulnerable populations issues are integrated and addressed in activity design; and factors that could negatively impact the access to financial services of these populations are identified and the proposal reflects a strategy to mitigate them.

¹⁸ Sustainability in this context is understood as "the capacity of a host country entity to achieve long-term success and stability and to serve its clients and consumers without interruption and without reducing the quality of services after external assistance ends". For USAID this is possible if there is sufficient involvement and empowerment of local organizations and if products and services are market responsive

Sub-factor II. Key Personnel & Staffing Plan:

In this sub factor, the Technical Evaluation Committee will evaluate with equal order of importance:

1. The qualifications and relevant work experience of proposed Key Personnel, including but not limited to the (1) Chief of Party, (2) Deputy Chief of Party/Senior Financial Advisor, (3) Senior Grants Manager and (4) Financial Environment Specialist, as well as a fifth key personnel position, if the Offeror should choose to propose one, as outlined in Section C. Key personnel will be assessed on the appropriateness of their academic background, knowledge, expertise and experience working on project activities similar to their designated duties and responsibilities for this project and on their success in managing similar activities and tasks, as well as on their experience with the unique development context in Colombia. Key personnel must be fluent in oral and written Spanish and must incorporate strong English language abilities. The COP will also be assessed on his/her English language abilities to assure effective communication with USAID and other USG entities.
2. The responsiveness, realism and efficiency of the proposed staffing plan relative to the activity components, including appropriateness of the proposed technical positions to the PWS and the offeror's approach, and representation by Colombian professionals in key positions. The TEC will evaluate the offeror's transition strategy for the COP position, in the case the proposed COP is not Colombian. The evaluation will also focus on how the offeror expects to provide the appropriate technical expertise and management structure over the 60- month period of performance, taking into consideration the organization's inclusion of gender and diversity factors and how key staffing choices are reflective of these values.

Sub-factor III. Organizational Capacity:

In this sub factor, the Technical Evaluation Committee will evaluate with equal order of importance:

1. Extent to which the offeror demonstrates ability to perform the work requested in the PWS by describing relevant experience, current capacities, expertise, and representative accomplishments in developing and implementing on-going or prior relevant programs that have a direct relationship to the proposed activities in Colombia or the LAC region.
2. Extent to which the offeror has existing relationships and networks already in place within the Colombian public, private and NGO sectors that will facilitate rapid start-up and successful implementation of activities. The proposal must reflect potential alliances with local organizations that have thorough knowledge of the Colombian context.

FACTOR 2 – PAST PERFORMANCE

(a) Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided in

Section L of this RFP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror's performance.

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

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

(d) The contractor performance information determined to be relevant will be evaluated in descending order of importance in accordance with the elements below:

- (1) Quality of product or service, including consistency in meeting goals and targets.
- (2) Schedule, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance).
- (3) Cost control, including forecasting costs as well as accuracy in financial reporting.
- (4) Management, including the integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the contractor's history of reasonable and cooperative behavior, customer satisfaction, timely award and management of subcontracts.
- (5) For prime offerors who are not small business concerns, their utilization of Small Business concerns as subcontractors, including efforts in achieving small business participation goals.
- 6) Regulatory compliance with all terms and conditions of the contract.

(e) An offeror's performance will not be evaluated favorably or unfavorably when:

- (1) The offeror lacks relevant performance history,
- (2) Information on performance is not available, or
- (3) The offeror is a member of a class of offerors where there is provision not to rate the class against a sub factor.

When this occurs, an offeror lacking relevant performance history is assigned a "neutral" rating. For example, a small business prime offeror will not be evaluated on its performance in using small business concerns. An exception to this "neutral" rating provision is when a non-small businesses prime has no history of subcontracting with small business concerns. Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an offeror's performance.

FACTOR 3 - COST

Overall, in the selection of a contractor for this contract award, Technical and Past Performance when combined are more important than Cost. However, as Technical scores come closer, Cost increases in importance. The evaluation of cost will include a determination of cost realism, completeness, and reasonableness. An analysis of the proposed cost will be conducted to determine the validity and the extent to which it reflects performance addressed in the technical proposal. An assessment will be made of the offeror's capability to accomplish the contract objectives within the estimated cost proposed. The cost proposal will be used as an aid to

determine the offeror's understanding of Technical Requirements.

Cost Realism: Cost realism is the degree to which all costs for the total contract reflect the proposed approach to achieving the technical objectives. Proposals requiring significant adjustments to arrive at probable cost may be construed to lack understanding of the technical requirements and may have their technical score reduced accordingly.

[END OF SECTION M]

EXHIBITS/ATTACHMENTS**EXHIBIT 1****IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS**

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

(a) Code 000 - The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Libya, Cuba, Iran, North Korea, and Syria.

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 937 -- Any area or country including the United States, the recipient country or other developing countries.

(e) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Malta, Moldova, Monaco, Mongolia, Montenegro*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

 * Has the status of a "Geopolitical Entity", rather than an independent country

EXHIBIT 2

USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

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

11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment

12. EDUCATION (include all college or university degrees)				13. LANGUAGE PROFICIENCY (See Instructions on Reverse)		
NAME AND LOCATION OF INSTITUTE	MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading

14. EMPLOYMENT HISTORY

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

2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.

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

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

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

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

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

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

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

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

INSTRUCTION

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

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

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

3. General professional proficiency

S Able to speak the Language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.

R Able to read within a normal range of speed and with almost complete comprehension.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels.

R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.

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

PAPERWORK REDUCTION ACT INFORMATION

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

PAPERWORK REDUCTION ACT NOTICE

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

United States Agency for International Development
Procurement Policy Division (M/OP/P)
Washington, DC 20523-1435,
and
Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

EXHIBIT 3
SMALL BUSINESS SUBCONTRACTING PLAN
(To be submitted by offeror)

TEMPLATE
**SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS,
HUBZONE SMALL BUSINESS CONCERNS,
SMALL DISADVANTAGED BUSINESS,
AND WOMEN-OWNED SMALL BUSINESS**

Identification Data

Contractor: _____

Address: _____

Solicitation or Contract Number: _____

Project Title: _____

Total Amount of Contract (Including Options) \$ _____

Period of Contract Performance (MO. & YR.) _____

** Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause at FAR 52.219-9 entitled "Small Business, Small Disadvantaged Business, and Women Owned Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "SUBCONTRACT" as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.*

1. Type of Plan (Check One)

(a) _____ Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract).

(b) _____ Master plan (Goals developed for this contract; all other elements standard; must be renewed annually).

(c) _____ Commercial products plan (Contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during year approved. Contractor must provide copy of lead agency approval).

(d) The offeror's subcontracting plan must include the following:

- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror must include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
- (2) A statement of –
 - (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan is:
\$ _____ and _____%
 - (ii) Total dollars planned to be subcontracted to small business concerns is:
\$ _____ and _____%*
 - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns is: \$ _____ and _____%*
 - (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business concerns is:
\$ _____ and _____%*
 - (v) Total dollars planned to be subcontracted to HUBZone small business concerns is:
\$ _____ and _____%*
 - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns is: \$ _____ and _____%*
 - (vii) Total dollars planned to be subcontracted to women-owned small business concerns is: \$ _____ and _____%*

(*Expressed as a percentage of "A")

- (3) 1 A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to –
 - (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) HUBZone small business concerns;
 - (iv) Small disadvantaged business concerns; and
 - (v) Women-owned small business concerns.

(Check all that apply)

Subcontracted
Supplies/Services

(Attach additional sheets if necessary.)

- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with –
 - (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) HUBZone small business concerns;
 - (iv) Small disadvantaged business concerns; and
 - (v) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small

business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will –

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports must provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting must be in accordance with the instructions on the forms or as provided in agency regulations.
- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

REPORTING PERIOD	REPORT DUE	DUE DATE
Oct 1 – Mar 31	SF 294	04/30
Apr 1 – Sept 30	SF 294	10/30
Oct 1 – Sept 30	SF 295	10/30

ADDRESS:

DIRECTOR
USAID/OSDBU
RM 7.8E RRB
WASHINGTON, DC 20523-7800

- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them.

SUBCONTRACTING PLAN AUTHORIZATION:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE: _____

EXHIBIT 4
BRANDING IMPLEMENTATION PLAN AND MARKING PLAN
(To be submitted by offeror)

TEMPLATE
GENERAL INSTRUCTIONS

The contractor must prepare a Branding Implementation Plan describing how it will implement the Branding Strategy. The Branding Implementation Plan must describe how the program will be promoted to beneficiaries and host country citizens. The contractor must prepare a Branding Implementation Plan containing information substantially similar to the sample provided below:

THIS PORTION IS CREATED BY THE CONTRACTOR

Branding Implementation Plan for the _____ Program
(Fill in Contract No. #)

1.0 HOW TO INCORPORATE THE MESSAGE

_____ will use full branding and the USAID tagline “From the American People” on materials and communications. Co-branding and no branding will only be considered on a case-by-case basis as considered appropriate by the Contracting Officer’s Technical Representative (COR) and Contracting Officer (CO).

1.1 MESSAGES

All materials and events from the project will be branded as from USAID and prepared by _____ as part of the _____ project. With the same exception, as such, all materials will acknowledge that they were produced with support “from the American people.” In cases where a local language predominates above English, the appropriate translation into the local language will be used in branding the program.

Additional ideas to increase awareness that the American people support this program are: all of the trainers will be trained to include in each presentation or training session a statement at the beginning of their meeting or training session that the technical assistance that they provide and the other program services are made possible as a result of “the assistance from the American people.” The _____ project will follow specific procedures for including the Branding Implementation Plan requirements as stated in the mandatory internal reference Branding and Marking in USAID Direct Contracting in the Automated Directives System, Chapter 320.

2.0 HOW TO PUBLICIZE THE PROGRAM, PROJECT OR ACTIVITY

This section discusses how to publicize the program and also includes a description of the communications tools to be used. Such tools may include the following:

2.1 TOOLS

The following communication tools will be used: CHANGE AS NEEDED

Press releases	N/A
Press conferences	N/A
Media interviews	N/A
Site visits	YES
Success stories	YES
Beneficiary testimonials	YES
Professional photography	YES
PSAs	YES
Videos	YES
Webcasts, e-invitations, blast e-mails, or other internet activities	YES

3 KEY MILESTONES OR OPPORTUNITIES

The following key milestones or opportunities are anticipated to generate awareness that the program is from the American people. These milestones may be linked to specific points in time, such as at the beginning or end of a program, or to an opportunity to showcase reports or other materials. These include, but are not limited to:

- holding training events,
- publishing reports,
- highlighting success stories,
- promoting final or interim reports, and
- Communicating program impact/overall results.

4 AUDIENCES

Subject to approval by USAID, the _____ project has the following target audiences with whom it will promote and publicize USAID sponsorship:

4.1 Primary audience:

The primary audience for all materials and documents produced under this contract is USAID staff in Washington and in the field.

4.1.2 Secondary audience:

The secondary audience for materials and documents produced by the _____ project includes USAID stakeholders and non-governmental organizations, contractors, and researchers working on issues of gender equality in education.

5 ACKNOWLEDGEMENTS

5.1 ACKNOWLEDGING USAID AND THE USAID EQUATE FUNDING MECHANISM

The following acknowledgment will be included on external USAID _____ project publications and internal publications, such as quarterly reports, as appropriate:

This document was produced for review by the United States Agency for International Development. It was prepared by _____ for the _____ Project, contract number _____.

5.2 ACKNOWLEDGING HOST-COUNTRY GOVERNMENTS

All _____ documents will follow USAID Branding Guidelines. If during the course of this program other major sponsors are involved, we will advise the COR of their involvement and request permission to include them as necessary.

5.3 ACKNOWLEDGING OTHER HOST-COUNTRY PARTNERS

Co-branding with civil society groups will occur when these organizations have contributed funds to the activity. Co-branding with in-country partners may also be desirable when trying to promote local ownership and capacity building. However, when products are fully funded by USAID, CO approval is required for any exceptions to full branding requirements.

5.4 CO-BRANDING WITH OTHER INTERNATIONAL ORGANIZATIONS

In such cases, the guidelines for co-branding will be followed, assuming the funding contributed is more than a token amount.

GENERAL INSTRUCTIONS

The contractor must also prepare a Marking Plan that will enumerate all of the public communications, commodities and program materials that visibly bear or will be marked with the USAID identity. Contract deliverables to be marked with the USAID Identity must follow design guidance for color, type, and layout in the USAID Graphics Standard Manual.

With reference to ADS Sections 320.3.2.3 and 320.3.2.4 the contractor must prepare a Marking Plan containing information substantially similar to the sample provided below:

THIS PORTION IS CREATED BY THE CONTRACTOR

Marking Plan for the _____ Project (_____)

Below is the required Marking Plan:

1.0 MARKING

1.1 MARKING PLAN FOR MATERIALS TO BE PRODUCED

Table 1 outlines the types of materials that may be produced under the USAID _____ project. Any materials that are not anticipated below, but are produced under the initiative, will also be subject to branding guidelines and CO approval, as appropriate. Please note that marking is not required on items used as part of the administration of the contract, such as stationery products, equipment, and offices. The goal is to mark programs and projects, and not implementing partners. Thus, letterhead, name tags, business cards, office space, equipment, and supplies are not subject to branding.

Every contract deliverable that is marked with the USAID identity for the _____ project will follow design guidance for color, type, and layout in the *Graphic Standards Manual* as related to equipment, reports, studies, events, and public communication (including printed products, audio, visual, and electronic materials). The USAID logo will be used for programmatic correspondence. _____ letterhead will be used for administrative matters and will not have the USAID logo. Business cards will not show the USAID logo.

All studies, reports, publications, Web sites, and all informational and promotional products not authored, reviewed, or edited by USAID will contain a provision substantially as follows:

“This study/report/_____ Website is made possible by the support of the American People through the United States Agency for International Development (USAID.) The contents of this study/report/_____ Website are the sole responsibility of _____ (name of organization) and do not necessarily reflect the views of USAID or the United States Government.”

THIS PORTION IS CREATED BY THE CONTRACTOR

**Marking Requirements for the _____ Program
(Fill in Solicitation/Contract No. #)**

With reference to ADS Section 320.3.2.2, below is the required Marking Plan:

TABLE 1. MARKING PLAN FOR MATERIALS TO BE PRODUCED - CHANGE AS NEEDED

Category	Type of Marking	Remarks
Administrative		
Stationery products (administrative Business)	USAID standard graphic identity will not be used.	Pertains to letterhead, envelopes, and mailing labels
Stationery products (program related)	USAID standard graphic identity will be used.	Pertains to letters that accompany program materials
Business cards	USAID standard graphic identity will not be used on business cards. The contractor should use its own business cards but include the line "_____ project" on the business card.	
Office signs	USAID standard graphic identity will not be used to mark project offices.	
Project deliverables	Follows USAID Graphics Standard Manual guidelines for full branding	
Website	Follows USAID Graphics Standard Manual guidelines for full branding (If applicable)	
Technical		
Technical reports and studies	The USAID identity will be printed on the cover of documents; design follows USAID Graphics Standard Manual guidelines for full branding unless co-branding is acceptable or an exception is granted for no branding.	
Briefing papers, memoranda, and policy recommendations	The USAID identity will be printed on the cover of documents; design follows USAID Graphics Standard Manual guidelines for full branding unless co-branding is acceptable or an exception is provided for no branding.	

TABLE 1. MARKING PLAN FOR MATERIALS TO BE PRODUCED - CHANGE AS NEEDED

Category	Type of Marking	Remarks
Government policies, strategies, plans, and guidelines (regional, national, and sub-national levels) or other materials positioned as being from the host-country government	Follows USAID Graphics Standard Manual guidelines for full branding (if applicable)	
Organizations' policies, strategies, plans, and guidelines (e.g., an NGO's procedures manual for malaria logistics, a workplace antidiscrimination policy) or other materials positioned as being from the host-country partner	Follows USAID Graphics Standard Manual guidelines for full branding (if applicable)	
Training materials and manuals	The USAID identity will be printed on the cover of documents; design follows guidelines for full branding unless co-branding is acceptable or an exception is granted for no branding.	
CDs-ROM	The USAID identity will be printed on the CD label, splash screen/menu, and packaging; design follows guidelines for full branding unless co-branding is acceptable or an exception is granted for no branding.	
PowerPoint presentations	The USAID identity is required on title breaker slides; design follows guidelines for the full branding unless co-branding is acceptable or an exception is granted for no branding.	
Conference posters and presentations	The USAID identity will be printed on the poster or presentation; design follows guidelines for professional meetings or full branding unless co-branding acceptable or an exception is granted for no branding.	
Videos	Not applicable	
Program materials	Not applicable	

TABLE 1. MARKING PLAN FOR MATERIALS TO BE PRODUCED - CHANGE AS NEEDED

Category	Type of Marking	Remarks
Technical web portal	Follows guidelines for co-branding; the USAID identity will be included on the homepage and sub-pages as appropriate	Individual documents included on the portal will be branded as appropriate.
Promotional		
Event signs, banners, and exhibition booths materials	The USAID identity will be printed on the materials; design follows guidelines for full branding unless co-branding is acceptable or an exception is granted for no branding.	
Project promotional materials (e.g., success stories, beneficiary announcement of research, testimonials, findings, or project results)	The USAID identity printed on the materials; design follows guidelines for full branding.	
Materials for policy launch	Not applicable	
Materials for site visits	Not applicable	
Commodities	Not applicable	

1.2 GRANTS UNDER CONTRACTS

Grants under contracts, when authorized in accordance with ADS 302, “USAID Direct Contracting” must be branded and marked like grants. The policy directives and required procedures for branding and marking of assistance awards in **ADS Section 320.3.3 and 22 CFR 226.91** apply. The contractor is responsible for including branding and marking requirements for these grants in its Branding Implementation Plan and Marking Plan, as part of its overall responsibility for managing grants under its contract.

1.3 PREPRODUCTION REVIEW

USAID reserves the right to request preproduction review of USAID-funded public communications and program material for compliance with USAID graphic standards and the approved Marking Plan.

ATTACHMENT 1
SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

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

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

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

ATTACHMENT 2 - PAST PERFORMANCE QUESTIONNAIRE

REQUEST FOR PROPOSAL No.: SOL-514-115-000003

Please fill out the following questionnaire as clearly and as objectively as possible. The information you provide will be used for evaluation purposes. Please send the filled out questionnaire directly to the United States Agency for International Development (USAID) in Colombia by email to pcubillos@usaid.gov and emarkovs@usaid.gov, on or before the date and time indicated on the cover page, or as amended.

SECTION A: (To be filled by the offeror)

Offeror's Name: _____

Was the Offeror the Prime or Subcontractor on the project? _____

Project Name: _____

Project Scope/Description: _____

Period of Performance: _____ Dollar Value of Contract: _____

Name of Contact Person: _____ Phone: _____

Date Contacted: _____ Employer: _____

Contact's Role or Knowledge of the Project: _____

SECTION B: (To be filled by the contact person named in section A above)

1. Please comment on your satisfaction with the Quality of Work: _____

2. Please comment on the Timeliness of Contract Performance: _____

3. Please comment on the contractor's ability to Control Costs: _____

4. Please comment on the overall contractor's ability to manage the contract: _____

5. Please provide comments on the contractor's compliance with all terms and conditions of the contract: _____

Other Comments: _____

Signature of the Referee: _____