



Date Issued:May 26, 2016
Questions Due date and time:June 9, 2016 15:00 LT (20:00 GMT)
Bidders' conferenceJune 16, 2016 10:00 LT (15:00 GMT)
Closing Date and time:July 8, 2016 15:00 LT (20:00 GMT)
Subject:SOL-514-16-000013

SOLICITATION - PRODUCERS TO MARKETS ALLIANCE

Dear Sir/Madam:

The United States Government, represented by the United States Agency for International Development (USAID)/Colombia, is seeking to acquire the services of a Contractor through a full & open competition process IAW FAR Part 15, for a Cost plus Fixed- Fee (CPFF) completion type award for a period of five years. The purpose of this activity is to improve the competitiveness of rural producers to respond to new and expanding market opportunities, ensure sustainability and increase profitability for rural producers and other actors in the selected value chains. There are no excluded sources for this solicitation.

Geographic Code for this solicitation is 514 - Colombia. NAICS Code for this solicitation is 541990 - All Other Professional, Scientific and Technical Services.

Electronic Responses are required (See Section L). Please submit your Proposals to the e-mail addresses below by July 8, 2016 @ 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: matuesta@usaid.gov and maponte@usaid.gov. Hand delivered proposals (including commercial courier) and facsimile transmission will not be accepted.

The Technical Proposal has a strict thirty (30) 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.fbo.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,

CURTRICE DORSEY
Contracting Officer
Office of Acquisition & Assistance

USAID/Colombia

To see signed version please go to
<https://www.fbo.gov/index?s=opportunity&mode=form&id=d6abd4988f3ea8dd0b52e27e3d3f75f8&tab=core&view=1>

TABLE OF CONTENTS

SECTION A - SOLICITATION/CONTRACT FORM.....	6
PART I - THE SCHEDULE	7
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS.....	7
B.1. PURPOSE.....	7
B.2. CONTRACT TYPE.....	7
B.3. ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT	7
B.4. INDIRECT COSTS (DEC 1997)	8
B.5. COST REIMBURSABLE.....	8
B.6. CANCELLATION CEILING.....	9
B.7 FEE SCHEDULE	9
SECTION C - DESCRIPTION/SPECIFICATIONS.....	10
C.1. PURPOSE.....	10
C.2. BACKGROUND.....	11
C.3. ACTIVITY VISION/APPROACH.....	14
C.4. TASKS.....	23
C.5. KEY PERSONNEL.....	32
SECTION D - PACKAGING AND MARKING.....	34
D.1. NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE.....	34
D.2. BRANDING STRATEGY.....	34
SECTION E - INSPECTION AND ACCEPTANCE.....	35
E.1. NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE.....	35
E.2. INSPECTION AND ACCEPTANCE.....	35
E.3. PERFORMANCE STANDARDS.....	35
SECTION F - DELIVERIES OR PERFORMANCE.....	39
F.1. NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE.....	39
F.2. PERIOD OF PERFORMANCE.....	39
F.3. PLACE OF PERFORMANCE.....	39
F.4. AUTHORIZED WORK DAY/WEEK.....	39
F.5. REPORTS AND DELIVERABLES.....	39
F.6. REPORTING AND DELIVERABLES MATRIX.....	45
F.7. KEY PERSONNEL.....	47
SECTION G - CONTRACT ADMINISTRATION DATA.....	50
G.1. 752.7003 DOCUMENTATION FOR PAYMENT. (NOV 1998).....	50
G.2. DESIGNATION OF RESPONSIBLE USAID OFFICIALS.....	51
G.3. CONTRACTING OFFICER'S AUTHORITY.....	51

G.4.	TECHNICAL DIRECTIONS / RELATIONSHIP WITH USAID.....	51
G.5.	ACCEPTANCE AND APPROVAL.....	53
G.6.	INVOICES AND PAYMENT.....	53
G.7.	DESIGNATION OF CONTRACTOR PRIMARY POINT-OF CONTACT.....	53
G.8.	CONTRACTOR'S PAYMENT ADDRESS.....	53
G.9.	SOURCE OF FUNDS AND FISCAL DATA.....	53
SECTION H - SPECIAL CONTRACT REQUIREMENTS.....		54
H.1.	NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	54
H.2.	752.209-71 ORGANIZATIONAL CONFLICT OF INTEREST DISCOVERED AFTER AWARD (JUN 1993)	54
H.3.	752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012).....	56
H.4.	752.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) DEC 1991 56	
H.5.	752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)....	57
H.6.	752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997).....	57
H.7.	752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEPTEMBER 2013)	58
H.8.	752.7007 PERSONNEL COMPENSATION (JULY 2007).....	59
H.9.	ADS 206.3.12 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS.....	61
H.10.	ADS 302.3.4.13 GRANTS UNDER CONTRACTS (GUCS).....	61
H.11.	ADS 302.3.5.5 REPORTING OF FOREIGN TAXES (JULY 2007).....	64
H.12.	ADS 302.3.5.9 NONDISCRIMINATION (June 2012).....	65
H.13.	ADS 302.3.5.19 USAID-FINANCED THIRD-PARTY WEB SITES (AUGUST 2013)	65
H.14.	ADS 302.3.5.20 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUGUST 2013) 67	
H.15.	REPRESENTATION BY CORPORATION REGARDING A DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION (Deviation OAA-DEV-14-02c) (AUGUST 2014)	67
H.16.	EXECUTIVE ORDER ON TERRORISM FINANCING.....	68
H.17.	EXECUTIVE ORDER -- CLIMATE-RESILIENT INTERNATIONAL DEVELOPMENT..	68
H.18.	AUTHORIZED GEOGRAPHIC CODE.....	69
H.19.	USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)	69
H.20.	SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL)....	70
H.21.	LANGUAGE REQUIREMENTS.....	71
H.22.	LOGISTIC SUPPORT.....	71
H.23.	USAID IMPLEMENTATION OF SECTION 508 OF THE REHAB. ACT OF 1978 AND FAC 97-27 "ELECTRONIC IT ACCOUNTABILITY"	71
H.24.	SECURITY CONDITIONS.....	72
H.25.	SECURITY REPORTING.....	72
H.26.	OUTREACH AND COMMUNICATIONS SUPPORT.....	72

H.27.	SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT	73
H.28.	ENVIRONMENTAL COMPLIANCE.....	73
H.29.	USAID LEGAL AND POLICY CONSIDERATIONS.....	76
H.30.	ELECTRONIC PAYMENTS SYSTEM.....	77
H.31.	ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (MAY 2016)..	78
H.32.	CLOUD COMPUTING (MAY 2016).....	78
PART II - CONTRACT CLAUSES		84
SECTION I - CONTRACT CLAUSES.....		84
I.1.	52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998).....	84
I.2.	52.204-1 APPROVAL OF CONTRACT. (DEC 1989).....	87
I.3.	52.244-2 SUBCONTRACTS (OCT 2010).....	87
I.4.	52.244-2 SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUN 2007).....	89
I.5.	52.247-1 COMMERCIAL BILL OF LADING NOTATIONS. (FEB 2006).....	91
I.6.	52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT. (FEB 2006)	92
I.7.	52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS - REPRESENTATION (APR 2015) (DEVIATION 2015-02)	92
I.8.	52.203-99, PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (APR 2015) (DEVIATION 2015-02)	93
I.9.	752.245-70 GOVERNMENT PROPERTY - USAID REPORTING REQUIREMENTS. (JUL 1997)	93
PART III - DOCUMENTS AND OTHER ATTACHMENTS		95
SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS.....		95
J.1.	ATTACHMENT 1 - SF-LLL - DISCLOSURE OF LOBBYING ACTIVITIES.....	95
J.2.	ATTACHMENT 2 - PAST PERFORMANCE QUESTIONNAIRE AND SURVEY.....	95
J.3.	ATTACHMENT 3 - BUDGET TEMPLATE.....	95
J.4.	ATTACHMENT 4 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET	95
J.5.	ATTACHMENT 5 - SMALL BUSINESS SUBCONTRACTING PLAN.....	95
J.6.	ATTACHMENT 6 - BRANDING IMPLEMENTATION PLAN AND MARKING PLAN....	95
J.7.	ATTACHMENT 7 - Assessment of the USAID/Colombia ADAM/MIDAS/CELI Activities	95
J.8.	USEFUL LINKS.....	95
PART IV - REPRESENTATION AND INSTRUCTIONS		96
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS.....		96
K.1.	NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	96
K.2.	52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (FEB 2016)..	96

K.3.	52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS. (OCT 2015)	100
K.4.	52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)	102
SECTION L	- INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS.....	104
L.1.	NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE.....	104
L.2.	52.216-1 TYPE OF CONTRACT. (APR 1984).....	104
L.3.	52.233-2 SERVICE OF PROTEST. (SEP 2006).....	104
L.4.	52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)	105
L.5.	EXPLANATION TO PROSPECTIVE OFFERORS.....	105
L.6.	GENERAL INSTRUCTIONS TO OFFERORS.....	105
L.7.	JOINT VENTURES.....	106
L.8.	PROPOSAL FORMAT AND CONTENT.....	106
L.9.	INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL.....	108
L.10.	INSTRUCTIONS FOR PREPARATION OF THE COST PROPOSAL.....	113
L.11.	BRANDING IMPLEMENTATION PLAN AND MARKING PLAN.....	122
SECTION M	- EVALUATION FACTORS FOR AWARD.....	123
M.1.	METHOD OF EVALUATION.....	123
M.2.	EVALUATION FACTORS.....	123
M.3.	SOURCE SELECTION.....	126
M.4.	DETERMINATION OF COMPETITIVE RANGE.....	126
M.5.	CONTRACTING WITH SMALL BUSINESS CONCERNS.....	126
ATTACHMENTS AND OTHER DOCUMENTS.....		128

[INTENTIONALLY LEFT BLANK]

SECTION A - SOLICITATION/CONTRACT FORM

PLACEHOLDER FOR GLAAS GENERATED SF-33

PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1. PURPOSE**

USAID/Colombia is seeking the services of a contractor for a five-year Activity (2016 - 2021) in the range of USD \$67 - \$74.5 Million that will improve the competitiveness of rural producers to respond to new and expanding market opportunities. The initiatives designed under this activity are market-led and focus on meeting the expectations of end markets, to ensure sustainability and increased profitability for rural producers and other actors in the selected value chains. The Producers to Market Alliance (PMA) Activity will help close business deals between producers and buyers to increase incomes of small farmers, including women heads of household and members of minority ethnic groups in rural municipalities that are important to achieving a sustainable and inclusive peace in Colombia.

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

B.3.1. 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.3.2. 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.

B.3.3. Funds obligated hereunder are anticipated to be sufficient through TBD.

B.3.4. The following is the Budget summary by component and line items for this activity:

Table 1:

SUMMARY BUDGET						
CONTRACT LINE ITEM	Year 1	Year 2	Year 3	Year 4	Year 5	Total Proposed Budget
001 - COMPONENT 1						\$0
002 - COMPONENT 2						\$0
003 - COMPONENT 3						\$0
004 - COMPONENT 4						\$0
005- FIXED FEE						\$0

TOTAL COST PLUS FIXED FEE	\$0	\$0	\$0	\$0	\$0	\$0
----------------------------------	-----	-----	-----	-----	-----	-----

B.3.4.2. Table 2:

SUMMARY BUDGET						
CONTRACT LINE ITEM	Year 1	Year 2	Year 3	Year 4	Year 5	Total Proposed Budget
Direct Labor						\$0
Consultants						\$0
Travel, Transportation & Per Diem						\$0
Equipment						\$0
Allowances						\$0
Subcontracts/Grants						\$0
Activity Costs						\$0
Other Direct Costs						\$0
Indirect Costs						\$0
SUBTOTAL						\$0
Fixed Fee						\$0
TOTAL COST PLUS FIXED FEE	\$0	\$0	\$0	\$0	\$0	\$0

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

i. Cancellation ceilings

Offerors must propose a separate cancellation ceiling amount for each program year subject to cancellation. Offerors should use the format provided below. In accordance with FAR 17.106-2, award will not be made on less than the first program year requirements. If the Government determines before award that only the first program year requirements are needed, the Government's evaluation of the estimated cost and fee will consider only the first year.

Contract Year	Date	Cancellation Ceilings
2	Date, 2018	\$
3	Date, 2019	\$
4	Date, 2020	\$
5	Date, 2021	\$

B.7 FEE SCHEDULE

Pursuant to FAR 16.306(d), the fixed fee payable under this contract will be tied to the completion of deliverables specified in Section F.6 and in accordance with the schedule below:

[END OF SECTION B]

SECTION C - DESCRIPTION/SPECIFICATIONS**STATEMENT OF WORK**

C.1. PURPOSE

The purpose of the activity is to improve the competitiveness of rural producers to respond to new and expanding market opportunities. The initiatives designed under this activity are market-led and focus on meeting the expectations of end markets, to ensure sustainability and increased profitability for rural producers and other actors in the selected value chains. The Producers to Market Alliance (PMA) Activity will help close business deals between producers¹ and buyers to increase incomes of small farmers, including women heads of household and members of minority ethnic groups in rural municipalities that are important to achieving a sustainable and inclusive peace in Colombia.

The activity will support a three prong approach as follows:

- C.1.1. Increased export sales by connecting producers to markets.
- C.1.2. Increased production that responds to market demand.
- C.1.3. Increased investment in rural infrastructure² that enables markets to work efficiently.

In order to support the three main components, the Contractor will implement a "Learning and Communication" agenda to generate knowledge for the development community, measuring and documenting the Activity's achievements and shortcomings, so that the Agency's multiple stakeholders gain an understanding of the return on investment of the proposed initiatives.

The Contractor will strategically use a market-led system, or demand driven approach, to expand export opportunities, improve the capacity of producers and rural business to respond to markets and promote investment in rural infrastructure that will facilitate trade. The Contractor will help increase productivity, output, and market share of farm and non-farm activities in the value chains in the domestic, regional and export markets; thereby increasing incomes and employment opportunities in targeted rural areas.

C.1.4. By the end of the Activity, expected results include the following:

- Increased total value of exports by at least 300 to 500% (depending on the economic activity and product demand) of targeted value chains as producers respond to market demand. Please see Attachment J.7 for further information on these activities.
- Increased farm gate sales by at least 250 to 300% (depending on the economic activity and product demand) of the total overall annual sales, due to enhanced production volumes and technical capacity.
- At least \$130 Million in transaction sales from the targeted value chains in the targeted geography.

¹ For this activity, producers include individuals, associations, cooperatives, formal and informal productive groups and organizations.

² Rural infrastructure includes tertiary roads, irrigation systems, post-harvesting facilities, electrification and other infrastructure that facilitates business deals to be successful.

- At least \$50 million of leveraged public/private funds successfully executed by the GOC, territorial entities and/or their private partners in service infrastructure (tertiary roads³, irrigation, energy, storage, post-harvesting facilities, etc.) to facilitate production and sales of key value chain products.

USAID will define the baseline information for all expected results through a separate mechanism and the data will be shared with the Contractor as the basis for the Monitoring and Evaluation Plan.

C.2. BACKGROUND

Colombia is a middle-income country with a population of 48.9 million. Despite decades of internal conflict, it has the third largest economy in Latin America after Brazil and Mexico, with an estimated 2014 GDP of \$377.7 billion and per capita GNI of \$7,780. The economy grew at an average of 4.82% from 2010 to 2014, and foreign direct investment grew by 250% between 2010 and 2013. Colombia has also made progress in reducing poverty in recent years; between 2005 and 2012, the national poverty rate fell from 45% to 33%, and even more among urban households, from 32% to 19%. Agricultural jobs constitute 16.3% of the country's total labor market, and the sector (including agriculture, cattle, and commercial and farmed fisheries) plays a key role in the national economy, accounting for 5.76% of total GDP in 2014.

While Colombia has more recently experienced an economic boom, its benefits were not broadly distributed. Colombia's Gini coefficient, which measures inequality on a scale of zero (no inequality) to one (absolute inequality), placed Colombia at eleventh among the world's most unequal countries in 2013. The latest figures show that 28.5% of Colombians are poor and, 18% of the rural population is extremely poor. Land ownership is also highly unequal, with just 1.2% of the population controlling 52% of the land. In fact, the United Nations Development Program generated a Gini Coefficient in Colombia strictly focused on land; the result of 0.86 demonstrates extremely high inequality. Decades of conflict have displaced millions of families from their homes, taking between six and eight million hectares of land from them through displacement and forced abandonment of property. Thousands of rural families are landless and lack assets that would allow them to undertake productive activities. Many rural populations have suffered disproportionately from the conflict, particularly Afro-Colombians, indigenous persons, and women.

On September 4, 2012, President Santos announced the signing of a General Agreement for the termination of the Conflict between the Government of Colombia and the Fuerzas Armadas Revolucionarias de Colombia (FARC by its acronym in Spanish), setting in motion the fourth official attempt to negotiate peace with this group. The agenda includes: 1) land and rural development; 2) the guarantee of functional political opposition and civic participation; 3) illegal drugs; 4) the end of the conflict (laying down arms and reintegration into civilian life); 5) rights of victims; and 6) implementation and verification. The parties have already reached agreements

³ Tertiary roads (for this activity) are defined as dirt roads (roads not paved) in rural areas that connect villages (veredas in Colombia) with municipal urban settings.

on rural development, political participation and illegal drugs. The Contractor will support the objectives of the first agenda item on rural development, which complement USAID's Country Development Cooperation Strategy (CDCS).

Over the last decade, the Government of Colombia (GOC) has supported initiatives to control illicit crops and drug production, applying tools to achieve development and sustainability in communities and territories affected with this problem. On one hand, the actual peace process is a clear effort from the GOC to reach peace and eliminate the production of illicit crops since one of the pre-agreements refers to the elimination of drug production. On the other hand, the GOC funds programs to foster rural economic development in territories and communities affected by illicit crops. Programs such as Programa Contra Cultivos Ilícitos (PCI), Familias Guardabosques, and Alianzas Productivas have been useful tools to facilitate the transition to licit livelihoods in marginal rural areas of Colombia.

Nonetheless, illicit crops have increased in the last two years. According to the last survey of the United Nations Office on Drugs and Crime (UNODC), the potential production of cocaine rose from 290 to 442 metric tons in 2014, with a 52% increase. The coca crops also had a significant increase going from 48,000 ha in 2013 to 69,000 in 2014. This significant increase and the fact that the National Commission on Narcotic Drugs made the decision to suspend aerial spraying of illicit crops with glyphosate for being harmful to health on May 2015 in addition to the ongoing peace process are factors that make it necessary to provide alternatives of licit livelihoods with clear market opportunities.

Colombia has vast agricultural potential, with five distinct climate zones. Colombia has about 114 million hectares of which 37 million have agricultural potential (22 million hectares of rich arable land for agriculture and 15 million for livestock). If Colombia were to successfully boost rural agriculture and other production potential in an environmentally sustainable manner, this could have a significant impact on reducing poverty and alleviating grievances that have helped fuel 50 years of internal conflict.

To take advantage of the potential for inclusive rural growth, there are many challenges that need to be addressed, including a lack of sufficient supply to generate interest among major buyers, inefficient value chain management, gender issues, asymmetries of market information, and poor rural infrastructure, among others. The municipalities to be supported by this activity are some of the most conflict-affected areas of Colombia, and the security dynamics have also presented challenges to attracting investment and efficiently getting inputs in and products out of these regions.

Without a massive increase in private and public investment in Colombia's rural economic growth to increase inclusive, rural economic opportunities and strengthen economic support infrastructure, poor farmers will leave their lands and migrate to urban centers. Ex-combatants, community members and victims of violence alike will have little choice but to consider either low-paying labor opportunities or illicit livelihoods. The Government of Colombia (GOC) has documented its intent to undertake major increases in public investments in rural areas per Havana pre-agreement on point one on land and rural development.

As a result of years of war and fragmented development interventions, rural value chain production is small, disperse, and inefficient. Based on the USAID Policy Framework and one of the seven core development objectives (promoting broad-based economic growth and enable the private sector to drive

growth), and the operating principle to apply selectivity and focus, there are five key value chains identified that have considerable untapped potential for growth. These value chains are: cacao, specialty coffee, natural latex, tropical fruits and vegetables, and sustainable dairy production.

For example, weak cacao production currently provides only one ton of cacao for every three hectares under production⁴. Improvements in production would allow for greater household incomes in rural areas. Small-scale agricultural production and other non-agricultural small-scale associative businesses (e.g., input suppliers, processing services, transportation providers, etc.) are key drivers of economic activity in rural Colombia. Many rural producers do not have access to modern production techniques or tools, storage facilities, processing technologies, risk management mechanisms, and appropriate and readily available financial services. In addition, they currently operate at the margins of formal markets, with limited knowledge of changing market demand and restricted financial capital to anticipate and respond to market fluctuations. To overcome the isolation that many rural communities face, there is a need for innovative, creative and impactful technological solutions that increase access to information and post-harvesting solutions.

There are several opportunities to improve production and increase sales of key products that will directly impact income of small farmers. For instance, in the fruit and vegetables sector there are opportunities for counter-seasonal supplies in many export markets. The US for example, has become a growing market for off-season fruit and vegetable imports due to the growing demand from consumers and local impossibility of supplying the market in the cold season. The 2015 Congressional Research Service indicates that, "Imports of counter-seasonal fruits and vegetables are generally considered to have a positive impact on the U.S. consumer demand by ensuring year-round supply and by introducing new products and varieties, which often stimulate additional demand."

Organized through value chains, selected sectors have the opportunity to increase sales volume by tapping in new and expanding markets. Typical issues that still need to be overcome include, market awareness, strengthening the commercial relationships between producers and buyers, improving the volume and quality of the products and negotiating business deals that are commercially profitable for both parties. In each sector, producers and intermediaries have not yet developed the ability to successfully package, promote, and sustain the sales of their related sectors. Institutionally, most producers in the targeted regions are relatively fragile and are unable to tap new and expanding markets to generate product sales. Many producers do not have access to information that will allow them to achieve favorable sales terms in negotiations with buyers. Rural producers often have little choice but to sell their products to middlemen at prices that barely cover production costs. Weak or non-existent rural infrastructure prevents many products from getting to market in sufficient volumes and also limits farmers' access to critical services. Without good roads, electricity,

⁴ Internationally competitive and well -managed cacao production countries produce approximately one ton per hectare.

internet access and other basic necessary services, farmers have difficulty getting their products to market, accessing financial services, and communicating with buyers, business service providers, and others.

As an example, tertiary roads are required to get products to market. Historically, poorly maintained rural roads hinder the development of Colombian value chains since buyers and sellers cannot work together efficiently. Conflict zones are especially affected by this dearth of infrastructure. Electricity and irrigation systems are also lacking and present barriers to increasing production, implementing post-harvest processing techniques, and adding value to primary products. Without well-constructed and well-maintained productive infrastructure, successful rural development in conflict-affected areas will remain a challenge.

At the heart of PMA is the fact that youth, women and ethnic minorities in remote rural areas of Colombia have suffered disproportionately by the conflict and have fewer opportunities for development. Women's contributions to agriculture and other economic activities are significant; however, their contributions are generally not recognized and opportunities for broader participation are limited. Gender-related discrimination in agricultural value chains is widespread, and women suffer disproportionately from exclusionary practices and economic deprivation. Key informant interviews revealed unequal participation in producer associations, with men representing 70% of members and women 30%. Afro-Colombian and indigenous peoples represent up to one quarter of the total population of the country and have collective rights over land that represent almost 35% of the country's total territory. However, these populations are not taking full advantage of their land holdings for several reasons including environmental protection for a significant portion of the land within collective territories, and limited access to financial services and technology. The youth in the targeted areas have few licit opportunities and forced youth recruitment by illegal armed actor is a common denominator for most of the target municipalities.

Putting together all these factors, there is a need for inclusive and innovative rural development opportunities in areas affected by conflict. PMA will be strategically positioned to support the GOC efforts to offer opportunities in rural Colombia so that the gap in development between urban and rural areas is reduced. The participation of private sector actors with innovative business models that aim at expanding market opportunities including small producers associations, women, youth, and ethnic minorities will be crucial for a sustainable peace implementation.

C.3. ACTIVITY VISION/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 is 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 Contractor will respond to USAID/Colombia's Country Development Cooperation Strategy (CDCS) Development Objective #3 "Improved Conditions for Inclusive Rural Economic Growth" and particularly to the Intermediate Result (IR) 3.3: More effective producer associations benefitting small holder farmers. This IR aims to support small farmers and landowners - including women heads of household - by strengthening the productive value chains where producers participate, by facilitating access to new and expanding markets. It is envisioned that this support will enhance producer associations' ability to effectively engage in business partnership and deals with new and existing buyers and provide their membership with quality technical assistance (TA) services to facilitate this process.

C.3.2. Approach

The following types of activities will be undertaken under the PMA contract:

- (1) The Contractor will support a market-led systems approach that will improve the competitiveness of rural producers and off-farm businesses. This is done by identifying new market opportunities and strengthening the producer's capacity to respond to these market demands. Using a market-led systems approach, the Contractor must aim to increase productivity, output, and market share of farm and non-farm activities in the value chain(s) in domestic, regional and export markets, to increase sales and ultimately incomes and employment opportunities in targeted rural areas.
- (2) In the first year the Contractor will support some of the priority activities proposed by the Ministry of Post Conflict. In particular, PMA will have the capacity to facilitate the provision of sales-driven technical assistance, improvement of productive infrastructure to generate sustainable employment opportunities, and testing tertiary roads maintenance models⁵ which corresponds to priority areas shared by the Ministry of Post Conflict.
- (3) The Contractor will support a demand driven system that will promote inclusivity, sustainability, and profitability for rural producers. A key objective of the activity is to generate farm and non-farm income through exports in selected agricultural value chains, with a focus on improving market responsiveness of rural producers. PMA will facilitate economies of scale through strategic alliances and value chains. The Contractor will use technical assistance and grants to foster implementation of economic and environmentally sustainable agricultural practices, increase yields, close business deals and promote productive rural infrastructure in the priority regions of the activity, particularly tertiary road improvement and maintenance⁶.
- (4) The selected Contractor will conduct practical and rapid analyses of the farm-to-market value chains in the selected production zones and identify interventions to focus on strengthening the weak links in the chains. This includes analyzing prices, volumes, product quality, other

⁵ Maintenance models for PMA are understood as arrangements of private actors, public actors or partnerships between private and public actors, to keep the desired infrastructure (tertiary roads, irrigation systems, post-harvest facilities, electrification, etc.) in proper conditions so that business deals are facilitated and costs are reduced.

⁶ Maintenance for PMA is understood as the set of activities destined to care and upkeep infrastructure in proper operating conditions.

business-production costs (labor, inputs, transportation, etc.) and estimated returns to the producers. The potential revenue increases versus the costs will determine if it is viable and profitable to invest. If the business venture is deemed profitable, the activity will focus its resources on helping the producers to respond to the market demands and remove critical constraints.

- (5) The Contractor will provide technical assistance for agriculture production techniques, post-harvest handling and distribution to reduce product loss and improve product life and quality. The Contractor will facilitate the business deals between the various players of the supply chain. This will include working with producers, packers, transporters, processors, wholesalers and exporters. This technical assistance seeks to create an integrated supply mechanism that will increase revenues for all with emphasis on the rural producers.
- (6) The Contractor will help develop and strengthen new avenues to link producers to markets. One of the key methods to be used is the value chain approach to effectively and sustainably link producers associations to domestic, regional and global markets. In value chain development there are various phases through which a product or set of related products flow. The structure of actors/functions along the chain constitutes a dynamic system that needs a holistic and integral approach to assure that interventions have positive and sustainable results. The social fabric and network between large businesses and rural producers is currently weak due in part, to the lack of communication over many years of internal conflict. Building trust between rural producers and buyers along the value chain is essential for developing a productive alliance that benefits the actors of the value chain. It will determine if an informal agreement becomes a commercial network that evolves into a business alliance. Both parties (the producers and buyers) need to believe that the business partner will deliver their part of the deal and that both will receive the rewards agreed upon. After the initial production and sales cycle (if deals work out as planned), trust would tend to build and commercial alliances would tend to be strengthened.

The value chain method allows embedding economic incentives and benefits between actors in a win-win fashion. For example, the ability of processing firms to offer final or semi-final products to end or intermediary markets requires the assurance of a stable supply of primary products, in terms of quality and quantity, in a timely and predictable manner. Producers are interested in supplying buyers that can purchase their production at fair prices, exact weights, with minimum rejections. The producers and buyers have an interest in establishing a stable and sustained sale-buy contract or working relationship. Based on these common economic interests it is possible to build trust, transparency, equity and, in general, economic incentives that will assure the sustainability of such contracts or agreements. The embedding of economic incentives all along the chain (fair prices, more secure supply and access to markets) facilitates the incorporation of positive results such as trust (social capital), information symmetries, transparency, and equity. At the same time, the market preferences about products (quality, presentation, packaging, etc.) are more easily transferred back to processors and then to producers, facilitating the responsiveness of the producers and the whole value chain system to market changes and trends. As it is well known, the value chain method requires the identification of a leading firm that is able to orchestrate the economic inter-relations within the system, working backwards with suppliers - producers-and forward with intermediate or end-markets. The value chain

methodology will help strengthen the social and productive fabric between formal businesses and rural producers.

Some other methods that link producers to markets are business-to-business (B2B) where enterprises (farmers, processors, wholesalers based) trade among themselves, and business-to-consumers (B2C) where producers sell their products directly to consumers such as in open and organized fairs.

C.3.2.1. In order to facilitate a market-led system approach, the activity will work with buyers and producers to:

- (1) Encourage and stimulate market linkages (sales/marketing and logistical support, as well as procurement support for key inputs) between input providers, producers, cooperatives and organizations, processors, supermarkets, and exporters.
- (2) Coordinate technical assistance so that producers can adequately respond to market opportunities in selected value chains.
- (3) Improve product yields and quality through innovative and effective extension services, production credit, training and technical assistance.
- (4) Improve the quality, responsiveness and sustainability of the TA services provided by local organizations.
- (5) Link producers with on-going programs, including GOC and private sector agricultural support, research institutions, and export promotion programs.

In carrying out the tasks, the Contractor must consider promoting local partnerships for the implementation of the Activity, leveraging resources from national, departmental and municipal governments, the private sector, and other stakeholders. Local governments typically have access to equipment as well as locally generated revenues and re-flows from the national government in the form of royalties (regalías). Producers and other private sector actors can collaborate to advocate for the investment of these funds into concrete activities that can remove significant bottlenecks for small holders. For example, producers and their private sector partners can work with municipal or regional planners to identify needs for collection centers, road or bridge repairs, or irrigation system repairs or installation that can advance agricultural development.

C.3.3. General Organizing Principles and Approaches

The design and implementation of all initiatives 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 Activity and all relevant sub-activities.

C.3.3.1. 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.

Under the current circumstances where the GOC is negotiating a peace accord with the FARC guerrillas, there is uncertainty regarding those municipalities that will be prioritized by Colombian public and private sectors. In this scenario, the Contractor must give initial priority to the subgroup of municipalities listed in Table 1 below, and must propose additional municipalities to create economic corridors defined as geographic areas where municipalities share economic interests and infrastructure increasing the critical mass to develop scalable business models. In the first year Work Plan the final choice of proposed targeted areas will be set forth and approved by the COR.

Table No. 1 provides the basic set municipalities part of the economic corridors. USAID expects the Contractor to be flexible to be able to expand to new municipalities if a peace accord is signed, as requested in writing by the Contracting Officer. As of this writing different GOC entities and other donors talk about a group of 125 to 187 municipalities in 20 departments that may be prioritized for a post-conflict effort but there is no certainty as to a definite list. USAID is also aware that the provision of market-led system approach is sustainable only if there are market opportunities for producers to invest in and thus is open to work in adjacent municipalities or corridors that will facilitate alliances and value chain operations that benefit target municipalities.

TABLE 1
SELECTED ECONOMIC CORRIDORS⁷

Economic Corridor	Illustrative Municipalities (subset of the Consolidation effort)⁸
Tolima - Huila	Ataco, Chaparral, Planadas, Rioblanco
Valle del Cauca and Cauca	Pradera, Florida (Valle); Caloto, Corinto, Miranda, Santander de Quilichao, Toribio (Cauca)
Antioquia - Córdoba	Anorí, Briceño, Cáceres, Caucasia, El Bagre, Ituango, Nechí, Taraza, Valdivia, Zaragoza (Antioquia); Montelíbano, Puerto Libertador, Tierralta, Valencia, San José de Ure (Córdoba)
Meta	La Macarena, Mesetas, Puerto Rico, San Juan de Arama, Uribe, Vista Hermosa
Caquetá	Cartagena del Chaira, La Montañita, San Vicente del Caguán.
Montes de Maria	El Carmen de Bolívar, San Jacinto (Bolívar); Ovejas, San Onofre (Sucre)
Tumaco	Tumaco

The Contractor is expected to open regional offices in accordance with its proposed technical approach. The geographic restriction applies to the source of production, i.e. the producers should be located in municipalities of the seven corridors. Storage facilities, processors, wholesalers, distributors and buyers may be located anywhere in Colombia or internationally.

⁷ The geographic restriction applies to the source of production, i.e. the producers should be located in municipalities of the seven corridors. Storage facilities, processors, wholesalers, distributors and buyers may be located anywhere in Colombia or internationally.

⁸ Over the past five years USAID has focused attention in 40 of 58 municipalities that were part of the National Territorial Consolidation effort.

C.3.3.2. Private Sector & Value of Alliances:

USAID resources alone are not enough to promote a broad "game-changing" development of the rural economy. As USAID's investments in Colombia decline over the next few years, it becomes increasingly important for USAID to leverage and/or mobilize resources from other actors and incorporate key stakeholders into activity implementation. Private corporations contribute significantly to the achievement of development objectives, often mobilizing resources that far surpass international donor efforts. Public and private leverage from both national and international resources are critical to maximize impact and results. By engaging a broader group of actors and identifying additional resources to tackle key development challenges, producers will benefit from private sector expertise, access to new technologies and increased sustainability. Generating leverage under the contract will help bridge the divide between a rapidly growing and wealthy urban economy and a disadvantaged and underdeveloped rural economy. The Contractor will propose activities that incentivize and catalyze private and public resources, in order to quickly mobilize and connect the rural economy with well-established market opportunities. Innovative partnership opportunities include, but are not limited to, natural resource industries, consumer food corporations, impact investors, international foundations and the donor community, among others. Examples of public sector leverage include national ministries, royalties, and/or local government funds. These alliances will help ensure long-term sustainability beyond the five years of the activity.

The Contractor will use the methodology of USAID's Global Development Alliance (GDA) included in Section J.8, useful links, combining the assets and experiences of the private sector corporations, foundations, nongovernmental organizations (NGOs), universities and local businesses, leveraging their capital and investments, creativity and access to markets to solve complex problems facing rural producers and communities. The alliances will leverage market-based solutions to advance broader development objectives. When successful, the resulting alliances are both sustainable and have greater impact. Alliances are co-designed, co-funded, and co-managed by all partners involved, so that the risks, responsibilities, and rewards of partnership are shared. They work best and have the greatest development impact when private sector business interests intersect with USAID's strategic development objectives. Detail information on model methodology and requirements are found in the USAID/GDA website. Here the Contractor will find information on how a GDA is defined, when an MOU might be necessary (and when USAID may choose to be a party to the MOU), and requirements for due diligence to be done on the private sector partners in order to protect USAID from political liability. The contractor is an agent of USAID and the alliances that it enters into reflect directly on USAID. Please see <https://www.usaid.gov/gda/>.

C.3.3.3. Value Chains:

Consistent with USAID's Agricultural Strategy of 2004, the Contractor will expand trade opportunities and improve the trade capacity of producers and rural industry, using environmental and ecological appropriateness, and best agricultural practices for long-term value-chain success and sustainability.

C.3.3.4. Local Solutions/ Staffing Patterns:

USAID/Colombia is committed to the principles of using local institutions and personnel for implementation of its contracts and awards. The Contractor will identify and maximize the use of Local Solution Partners (LSPs) for the

implementation of this activity. To minimize cost, the Contractor must maintain a lean core team of professionals in the main and regional offices and hire local short-term technical assistance to work on an assignment basis with the value chains, producers and counterpart institutions.

Related to USAID/Colombia "Colombianization" strategy, and to the USAID/Forward mandates, the Contractor must develop strategic partnerships with capable LSPs. Each LSP may be given a subcontract or a Grant under Contract (GUC) that must focus on a task (or tasks) that will strategically support the implementation of PMA. The Contractor must provide training and support to build the technical, financial and operational capacity of the selected LSP and strengthen its ability to comply with reporting and administrative USAID requirements, with the aim that the LSPs may be able to receive a direct USAID grant or cooperative agreement before the end of the prime contract. The implementer must establish criteria for selecting and qualifying a subrecipient for award.

C.3.3.5. Activity Fund:

The Activity Fund will be used as an incentive mechanism to promote: (1) investment by the public and private sector in productive activities that expand export opportunities; (2) improve the productive capacity of the producers and value chains to meet end market requirements; and, (3) expand infrastructure needed to connect producers to markets. The resources under this activity will leverage at a minimum rate of 1:3 times in components 1 and 2, and a minimum of 1:8 in component 3. USAID expects the activity fund to be used to promote innovative alternatives to facilitate technical assistance, innovative and inclusive business models, and innovative ways to sustainably improve and maintain productive infrastructure, particularly tertiary roads. The Activity Fund can be used for subcontracts, grants under contract (GUCs) and short term technical assistance (STTA) contracts that demonstrably assist the contractor in the achievement of the Activity's programmatic objectives and results. No construction - as defined in FAR 2.101 and ADS 303maw - will be done (or is to be proposed) via GUCs.

Potential eligible applicants for the grant fund include national, regional, and local producers; US and local NGOs; foundations and universities; private businesses, business chambers, local, regional and central government projects.

The size of the Activity Fund over a five-year period must be at a minimum 59% of the total USAID financed budget. When necessary, potential grants will be delivered in-kind and include equipment replacement, replacing plant material, purchasing specialized fertilizers, pesticides⁹, fungicides, training, and support for site visits, fairs, etc. The Contractor will also use these funds for technical assistance to perform gender and environmental assessments, as well as other technical assistance activities in pursuit of the PMA objectives. Under these situations, there may be limited leverage, but overall, the Contractor is responsible for the leveraging targets.

⁹ Please note that some agricultural commodities, pesticides and fertilizers are considered restricted goods. See ADS 312 - Eligibility of Commodities for further information on this topic.

The Contractor is responsible for negotiating, awarding, and monitoring any awards under the Activity Fund in accordance with USAID policies. Pursuant to ADS 302.3.4.13, USAID must be significantly involved in establishing the selection criteria and must approve the subcontractors/recipients.

C.3.3.6. Gender and Social Inclusion:

Consistent with USAID's goals and objectives, the Mission will support activities that seek to reduce gender barriers and promote women and vulnerable populations' (indigenous persons, Afro-Colombians, persons with disabilities and the LGBTI community) participation by providing equal access to markets, facilitating their participation in activity's developments and delivering adequate technical assistance to improve the competitiveness of their rural enterprises and productive activities. An inclusive approach in all activities is critical to narrow disparities between earnings and productivity and to promote a more inclusive rural development.

C.3.3.7. Coordination with USAID Programming:

USAID foresees that PMA's initiatives will mutually complement other activities in the USAID/Colombia Mission. The Contractor will coordinate closely with value-chain development activities in other USAID-funded rural development and agribusiness finance activities so as to maximize overall rural development impact. Close coordination will be required with the Rural Finance Services (RFS) activity, implemented by Chemonics, and USAID's investment fund cooperative agreements, implemented by SEAF, ACUMEN and Terra Bella Capital Fund, so that a significant percent of targeted beneficiaries will have access to financial services and capital.

Coordination opportunities include working with Development Credit Authority (DCA) backed banks and other financial institutions under the RFS, investment fund initiatives, value chain-focused GDAs, and other USAID programs within the Office of Rural and Economic Development, the Office of Environment and the Office of Vulnerable Populations. In addition, coordination will take place with the USAID Victims program, the Afro Colombian and Indigenous Program (ACIP), the Consolidation and Enhanced Livelihoods Initiative (CELI) programs and the Land and Rural Development Program to ensure that producers that gain legal ownership are considered in inclusive value chain initiatives. Where the geographic interests coincide, the Contractor will need to coordinate with the USAID supported Regional Governance Activity for rural infrastructure related initiatives and especially tertiary roads, a central element of Havana's pre-agreement one. The Contractor will also coordinate with the USAID/USDA Participating Agency Program Agreement (PAPA) in Cacao, which will strengthen Colombia's key agricultural institutions with cooperative research, technical assistance, and extension education and any other related GDAs that the mission may pursue.

C.3.3.8. Coordination with GOC Initiatives:

The Contractor will coordinate with GOC programs in support of rural economic development including (but not limited to) rural finance activities, value chain improvement efforts, rural road building activities, and local/national development efforts through the Ministry of Agriculture and Rural Development, public and private agriculture support research facilities and other key GOC entities to maximize impact of the joint efforts. The Contractor will coordinate with ProColombia for export related activities. The Contractor will also coordinate with the Ministry of Justice through the Drug Policy Direction and other GOC entities in charge of illicit crops control in Colombia. As of this writing, the GOC's Alternative Development

Agency is being launched as well as the Ministry of Post-Conflict and these two agencies are potential partners of PMA as well.

C.3.3.9. Relationship to Other Donor Programs in Colombia:

In designing PMA, USAID has consulted with a number of other donors. To maximize the impact of PMA's joint efforts, the Contractor is required to coordinate with the following (and any other relevant) donors and programs:

- (1) Agricultural and Rural Development Working Group: Chaired by the Ministry of Agriculture and the bilateral donors Working Group and convened by the Colombian Presidential Agency for International Cooperation (APC). USAID/Colombia is an active member of the economic and rural development board of the major donors, which meets regularly to exchange views on development issues in Colombia and ensure effective collaboration. It also chairs the Gender working group, which promotes equitable and inclusive development in Colombia.
- (2) Economic Development Roundtable: Chaired by USAID and the European Union, this donor coordination group covers four main themes, including land and rural development; public finance, transparency and anti-corruption; international trade; and local economic development and the private sector. Meeting several times every year, the roundtable offers opportunities for participating donors to share what each is doing in each theme, and to meet with GOC representatives to coordinate specific activities.

C.3.3.10. 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 activity. The Contractor may 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, the Contractor will need to be prepared and accommodate programmatic changes as directed by the CO/COR.

C.3.3.11. Build on Achievements to Date:

The Contractor must build upon and learn from other 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), Areas for Municipal -Level Alternative Development (ADAM), Program and Consolidation and Enhanced Livelihoods Initiative (CELI) Activities, including publications and materials produced, as well as persons trained (Section J - Attachment J.7). To the extent possible, those activities and relationships should provide a resource for continuing and future initiatives.

C.3.3.12. Performance Evaluation:

The PMA Activity is subject to a performance evaluation contracted directly by USAID, fully compliant with the requirements of USAID's 2011 Evaluation Policy (Section J.8 - Useful Links) Contractors should be familiar with the content and requirements of this policy.

Moreover, the Contractor is 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 performance evaluation will take place a year and a half before the Activity'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, conclusions and recommendations in the Activity's cycle.

C.3.3.13. Integrate best practices and lessons learned:

To learn from this activity, 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 activity 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 purpose of the PMA activity is to improve the competitiveness of producers so they may respond to new and expanding market opportunities. The initiatives designed under this activity are market-led and focus on meeting the expectations of end markets and demand, to ensure sustainability and increased profitability for rural producers and other actors in the selected value chains.

The Contractor will facilitate the identification of new markets and expansion of existing markets, supporting the negotiation process between producers and buyers. In this role as a "Business Development Broker," the Contractor will help build trust and confidence between buyers and sellers and use activities to mitigate the perceived risk of these new business relationships. The Contractor will use the market information obtained from the potential buyers to address the constraints that inhibit the producer groups to access these markets. Technical interventions will help remove these impediments so that producers may deliver the volume and quality of the products demanded at competitive market prices. The Contractor will work with various sources of technical assistance to channel adequate support to the producers via their organizations or buyers that can aggregate risks and reduce costs increasing efficiency in an approach driven by sales. The Contractor will develop assessments, plans and technical studies to support productive infrastructure investment (irrigation systems, packing houses, post-harvesting facilities, tertiary roads, electrification, etc.) with public and private sector funding and will fund operational costs for maintenance models during the initial phases of operation, with the expectation that the models implemented are self-sustained. The Contractor will focus on building and facilitating the capacity of diverse territorial institutions to advocate for enhanced infrastructure while helping them identify potential funding sources - including GOC programs - which assures a more effective and sustainable approach. No construction - as defined in FAR 2.101 and ADS 303maw - will be done (or is to be proposed) via GUCs.

USAID expects PMA to be one tool of a much broader effort of the GOC to control coca crops and help farmers transition to sustainable licit

livelihoods through the achievement of increased sales and incomes; the value chains targeted in PMA in most cases coincide geographically with areas with high presence of illicit crops.

C.4.1. Component 1: Increased Export Sales

C.4.1.1. Problem Statement:

Exporting is a challenge that may bring huge rewards if successfully accomplished. According to ProColombia, 95% of Colombian exports are attributed to 531 large companies while only 5% is attributed to 5,831 Small and Medium Enterprises (SME). For most SME producers in Colombia, exporting means huge risk, due to internal export barriers usually associated with insufficient knowledge of export markets, i.e. lack of market information, business contacts, insufficient knowledge of legal and regulatory requirements, sanitary and phytosanitary issues, product upgrades, packaging and designs, certification requirements, production levels, etc. Producers also lack distribution-marketing channels and fail to establish or insert themselves in marketing networks. These barriers reduce the possibility of many producers to access the export market and reduce their growth potential.

C.4.1.2. Objective:

In the global economy, traditional marketing channels are rapidly being replaced by coordinated links and alliances among farmers, processors, retailers, wholesalers, exporters and other buyers. This component will seek to fill the information gap that exists by partnering with private sector firms and traders that have market contacts, information and leads from buyers that are seeking new supply sources and/or require more product volumes. The Contractor will obtain market information and a list of potential buyers directly or through third parties to contact and obtain the requirements of the buyers.

Once the buyers have been identified, the Contractor will canvass existing value chains to see if some of the producers have the capacity to meet the specifications and are able to supply buyers. The Contractor will provide support to buyers and producers to determine if the business transaction is viable and profitable. This includes trying to obtain the best prices for the producers, assisting in the risk analysis and discussing options with both the buyer and producer to eliminate any information gaps that might exist so a decision is reached by both parties. The producers will participate in this process so they may familiarize themselves with the methodology and be able to conduct this type of market identification and fulfillment in the future. The Contractor will coordinate with the GOC entity ProColombia and other businesses and producers as required, to build and strengthen the export capacity in-country.

Efforts supported under this component will facilitate the sale of non-traditional value chain products that maximizes value added to new markets while rapidly expanding the export and trade opportunities for producers and rural businesses. The overall focus of this component is to ensure financial, technical and managerial sustainability of targeted producers by linking them to buyers and providing assistance in closing business deals. The Contractor will provide technical assistance to assure access to markets and meet requirements for product quality, timeliness, price, adherence to sanitary and phytosanitary standards and postharvest technologies among others, in support of value chains in non-traditional sectors. Efforts under this component will seek to enable producers to better connect themselves to agriculture export opportunities. USAID requires a 1:3 private sector

leverage to support activity efforts under this component, which will be monitored for compliance through USAID's MONITOR Information System

C.4.1.3. Illustrative Activities:

The Contractor is encouraged to propose different approaches and methodologies for matchmaking in its role of "Business Development Broker" in helping close business deals and promote exports. 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 the Activity 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.

- Facilitate links between the producers and buyers (retail, wholesale, exporters, trading companies, multinationals, input suppliers, etc.)
- Facilitate the processes of closing business transaction deals when business ventures are viable.
- Identify market niches that may be supplied by the producers in an inclusive way.
- Identify and support the producers in participating in trade shows and sending samples to potential buyers.
- Support alliances between producers and private sector actors for market access and resource leveraging.
- Support alliances with private firms for technology transfer and training.
- Facilitate the provision of information on new markets so producers may diversify their production.
- Support and assist the compliance of niche certifications such as organic production, geographic origin, social responsibility, hazard analysis and critical control points (HACCP) in food handling, the International Organization for Standardization standards for quality, environment, social responsibility, occupational health and safety, food safety, etc.
- Work with Colombian and foreign institutions to assist the compliance processes to meet export requirements in sanitary and phytosanitary aspects.
- Pilot agricultural auctions¹⁰ to ascertain if this is a viable mechanism to connect producers to markets. Support participation in local and international fairs and trade shows.
- Strengthen the local broker capacity to gain market mastery and reduce transaction costs; gain access to international, regional and local markets with the right quality at competitive prices.

C.4.1.4. Expected Results and Deliverables:

¹⁰ Similar to the Cup of Excellence, Cacao de Oro, or cattle auctions at the regional and/or national level.

- (1) Increased dollar value of exports in new and existing markets of the selected value chains by 300-500%, depending on product demand and market fluctuations.
- (2) At least 50% of PMA participants use information and communication technologies to access market prices and market trends to improve competitiveness of the targeted value chains.
- (3) At least ten (10) private partnerships (businesses, broker firms, chambers of commerce, business foundations, etc.) capable of delivering service on a profitable basis at the end of the Activity.
- (4) At least 1:3 Activity Fund leverage ratio i.e. per one dollar of USAID support at least three dollars facilitated from the private sector¹¹.

C.4.2. Component 2: Expanded Value Chain Production

C.4.2.1. Problem Statement:

Rural value chain production, as a result of years of war and fragmented development interventions, is currently small, disperse, and inefficient for commercial purposes. In many parts of the country small producers depend on middlemen that leave little profit margin to the producers. The products that are typically sold by rural producers are of medium quality, since they do not have access to the latest production techniques, thus affecting the product yields while increasing the price of production. For example, weak cacao production currently provides only one ton of cacao per year for every three hectares under production whereas well managed farms produce 1 to 1.5 tons per hectare. In the dairy sector a cow in Colombia produces 4.1 liters of milk per day while in the European Union a cow produces 21.4 liters per day.

Improvements in production would allow for greater household incomes in rural areas. Small-scale agricultural production and other non-agricultural small-scale associative businesses (e.g., input suppliers, processing services, transportation providers, etc.) are key drivers of economic activity in rural Colombia. Many rural producers do not have access to modern production techniques or tools such as storage facilities, processing technologies, risk management mechanisms, and appropriate and readily available financial services. In addition, they currently operate at the margins of formal markets, with limited knowledge of changing market demand and restricted financial capital to anticipate and respond to market fluctuations. To overcome the isolation that many rural communities face, there is a need for innovative, creative and impactful technological solutions that increase access to information and post-harvesting solutions. Additionally, women and youth who are members of producer households may not be able to take advantage of opportunities to add additional value to products via artisanal processing and sale.

¹¹ Private Sector is defined as the part of the economy that is not state controlled, and is run by individuals or other companies for profit. The private sector encompasses all for-profit businesses that are not owned or operated by the government.

C.4.2.2. Objective:

Value chain development is critical to the sustainable and inclusive economic development of targeted geographies. Through PMA, the Contractor will support the efforts of value chain development through new planting, renewal of key livelihoods crops, increased productivity, improved post-harvest handling and other alternatives, as proposed by the Contractor and based on market demand. USAID has identified five-key value chains (cacao, specialty coffee, natural latex, tropical fruits and vegetables, and sustainable dairy production) as sectors that have considerable untapped potential for growth. Technical assistance is required to help reduce production cost through higher yields, improve product quality, handling and delivery schedules for selling and customer fulfillment. The Contractor will provide support to organize producers so they may offer a commercial supply of products that are attractive to lead firms or buyers at competitive market prices. Per USAID's goals, the Contractor must seek ways to increase the participation of women, especially women heads of household, ethnic minorities and other vulnerable groups in all value chains. The Contractor does not have to agree with the selection of these value chains and is free to suggest different or additional value chains, identifying the reasons for the selection in the proposal.

C.4.2.3. 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 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.

- Facilitate market information that will allow the producers associations to tackle the areas of deficiencies and technical assistance for producers to respond to market demands by improving the quality, quantity and supply dependability of their products.
- Provide technical assistance to support improved sales and production.
- Develop the selection criteria to partner with new businesses and inclusive selected value chains.
- Map and conduct baseline surveys of producers to determine their strengths and weaknesses.
- Analyze farm-to-market value chains by different sectors and conduct analyses to see if the producers are ready to participate in commercial supply chains.
- Coordinate provision of technical assistance/extension services with producer organizations and help members adopt new production technologies that will increase yields and lower the cost of production per unit.
- Provide technical assistance to incorporate sustainable agricultural and natural resource management practices.
- Provide technical assistance in Good Handling Practices for agricultural products and support to meet required international standards through certification processes.
- Facilitate technology transfer on climate change adaptation.
- Support to aggregate storage and transportation services.

- Strengthen selected producer organizations for organizational development (strategic planning, management, financial management and administration, accounting, sustainability plan, etc.).
- Facilitate partnerships to improve competitiveness by increasing product yields and decreasing production costs.
- Facilitate partnerships to increase production through new plantations and renovation of existing ones.
- Develop managerial and technical capacity in multiple stakeholders across selected value chains.

C.4.2.4. Expected Results and Deliverables:

- (1) At least \$130 million in transaction sales. Increased farm gate sales by 250 to 300% (depending on the economic activity and product demand) of the total overall annual sales, due to enhanced production volumes.
- (2) At least 75,000 producers assisted increase their incomes.
- (3) An increase of 30% in the numbers of producers that participate in the selected value chains.
- (4) At least 1:3 Activity Fund leverage ratio i.e. per one dollar of USAID support at least three dollars facilitated in public and private counterpart investments.

C.4.3. Component 3: Productive Infrastructure for Market Efficiency

C.4.3.1. Problem Statement:

According to the World Economic Forum, Colombia has one of the worst rural infrastructures in Latin America. The lack of adequate infrastructure is a major threat to the country's economic competitiveness, domestically as well as internationally. The lack of infrastructure has also been discussed as one of the main obstacles to obtain a sustainable peace. One of the major issues that confront rural producers is the lack of secondary and tertiary roads to move their products. Cutting the cost of transportation is crucial to improving the competitiveness of many agricultural products that struggle just to break-even. In addition, there is inadequate coverage of basic utility services including energy, water and telecommunication. Improvement in infrastructure will also help increase the security aspects that affect rural producers. Without significant investment in infrastructure the GOC will not be able to solve underlying problems of inequality and social services.

C.4.3.2. Objective:

New crops, increased productivity, and market facilitation cannot be successful without supporting productive infrastructure that farmers, producers and private sector partners rely on to generate rural economic development, including farm-to-market roads, key bridges, rural electrification, post-harvesting facilities, irrigation, etc.

Efforts under this component seek to leverage and mobilize financial resources to facilitate public and private funding to expand rural infrastructure, in support of the key value chains and business deals targeted under PMA. Component three will be complementary to components one and two and will not be the main focus of intervention. In other words, the interventions proposed under component three should solve real infrastructure bottlenecks to successfully execute the business deals reached in components one and two.

Under this component the Contractor will support activities in two fronts. First and most important, the Contractor will use funds to develop assessments, feasibility and technical studies, environmental analysis, engineering and architectural designs to support productive infrastructure investment and provide oversight during activity implementation and handover, to ensure that the infrastructure meets the requirements of the technical specifications. Through the Activity Fund, the Contractor may fund operational costs (including, but not limited to equipment, equipment maintenance, design studies, technical assistance and start-up costs) for tertiary roads and other infrastructure maintenance models during the initial phases of operation with the expectation that the models implemented are self-sustained. The aim is to improve and facilitate the capacity of diverse territorial institutions to advocate for enhanced infrastructure while helping them to identify potential funding sources, including the GOC royalties program. The Contractor will leverage USAID funding at a rate of 1:8; that is for every dollar contributed by USAID, eight dollars should be leveraged from other private and public sector resources.

Second, the Contractor will directly support small infrastructure projects that focus on repair, maintenance and "obras de arte"¹² for tertiary roads and other required infrastructure throughout the geographical focus of the program. The initiatives will not include the actual construction of tertiary roads but rather small construction projects that will facilitate the ability of farmers to move products to market. Initiatives will include "obras de arte" among other activities to repair small yet critical sections of existing tertiary roads. For other infrastructure such as post-harvesting facilities the Contractor may directly support repair of walls, floors, ceilings, so that the infrastructure is usable and meet market standards. Direct construction¹³ activities must be done as subcontracts. The Contractor will use up to \$4 million of the Activity Fund to directly support small infrastructure construction with a limitation of no more than \$70,000 per project. The leverage ratio for this part of the component is 1:1 i.e. for every dollar contributed by USAID, one dollar should be leveraged from other private and public sector resources.

All initiatives proposed to support small infrastructure must be done in alliances/partnerships with public and/or private entities that will fund part of the costs and will ensure appropriate maintenance and use of the improved infrastructure in the long-term. PMA will support impactful infrastructure, which is infrastructure that has the potential to benefit a significant number of value chain actors and solve particular trade bottlenecks in order to access markets and increase sales and income versus large infrastructure that benefits a few. All infrastructure construction

¹² Obras de arte include - but are not limited to - the construction of box culverts, sewers, drainage and other small infrastructure work.

¹³ The FAR definition of construction: is "Construction means construction, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other real property. For purposes of this definition, the terms "buildings, structures, or other real property" include, but are not limited to, improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, cemeteries, pumping stations, railways, airport facilities, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, and channels. Construction does not include the manufacture, production, furnishing, construction, alteration, repair, processing, or assembling of vessels, aircraft, or other kinds of personal property (except that for use in Subpart 22.5, see definition at 22.502)".

activities must comply with the requirements in the Environmental Procedures in sections H.16 and H.28 of this Request for Proposals.

C.4.3.3. 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 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.

- Promote rural investment of public goods in areas that will improve the competitiveness of producers, such as water, irrigation systems, warehouses, market information services, post-harvesting facilities, electrification, etc.
- Promote public and private investment in tertiary roads to fix critical points along selected tertiary roads to reduce the time to transit to markets. This may include repairing box culvers, sewers, drainage and other small infrastructure work (*obras de arte* as commonly known in Colombia).
- Develop/strengthen territorial institutional capacity to improve and maintain tertiary roads.
- Provide technical assistance to formulate and design productive infrastructure projects that benefit the selected value chain sectors.
- Encourage the use of renewable energy (solar energy) to power irrigation systems, cold storage and other productive systems.
- Support the efforts of the National, Department and Municipal Governments as well as private sector actors with technical assistance and designs to enable appropriate entities to maintain existing village roads to connect farmers to the main roads and markets of the targeted value chains.
- Support the participation of producer associations in the decision process to identify and prioritize productive rural infrastructure projects together with municipal governments.
- Supporting "last-mile"¹⁴ initiatives to connect rural communities to the utility network.

C.4.3.4. Expected Results and Deliverables:

- (1) At least \$50 million of leveraged funds for infrastructure activities that positively affect the targeted value chains successfully executed (funding is expended, not just planned).
- (2) Territorial institutional capacity to maintain and improve tertiary roads developed.

¹⁴ "Last mile" initiatives seek to expand access of services for the rural producers from the edge of existing networks to the underserved rural areas in communication, energy, water, tertiary roads, etc.

- (3) Public service infrastructure (tertiary roads, irrigation, electricity, etc.) properly maintained to facilitate production and sales of key value chain products.
- (4) At least 1:8 Activity Fund leverage ratio i.e. per one dollar of USAID support at least eight dollars leveraged in public and private counterpart investment for supporting services that improve infrastructure in the targeted value chains and geography.
- (5) At least 1:1 Activity Fund leverage ratio for direct small infrastructure construction activities.

C.4.4. Cross-cutting component: Learning, Knowledge Management and Communications

C.4.4.1. Problem Statement:

Unlocking the knowledge gleaned from this investment and making it available for similar enterprises in Colombia and other countries can help improve development efforts more broadly.

C.4.4.2. Objective:

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 activity, so that Colombian and global stakeholders gain an understanding of the return on investment and impact of these activities. The Contractor will make this information available to guide future project design and allocation of resources with a better understanding of the potential outcomes and impact. The Contractor will generate knowledge about the magnitude and determinants of activity performance, permitting those who design and implement projects and strategies to introduce improvements in future programs. The Contractor will develop a solid learning, knowledge management and communication agenda to provide information and analysis that prevents mistakes from being repeated and increase the opportunities to improve project impacts in future investments.

The Contractor will champion innovation, learning, evaluation, and research to improve the competitiveness of rural producers to respond to new and expanding market opportunities. 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. The Contractor will 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.

C.4.4.3. 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 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.

- Develop best practices and principles to be used by USAID and partners for inclusion in project design and implementation.
- Support research activities to identify strategies for profitable alliances that benefit rural producers.

- Provide best practices and lessons learned on identifying, negotiating and closing business deals between buyers and rural producers. These best practices shared in a broad way to stakeholders by using massive communication strategies that reach a high number of buyers and producers.
- Manage knowledge activities to allow USAID Missions and Bureaus to improve strategy, operations, and results for similar activities.
- Develop tools, technologies, and media (including sector publications, list-servers, websites, SMS technology, distance learning, etc.) to support learning activities.
- Support training events and training curricula to build knowledge and skills on improving the competitiveness of rural producers to respond to new and existing market opportunities.
- Environmental analysis, communications and outreach and other activities that support the objectives of this activity.

C.4.4.4. Expected Results and Deliverables

- (1) Partnership established with a public or private entity to support an on-line platform with lessons learned and best practices in connecting producers to market opportunities, where practitioners and partners have access to technical information and toolkits developed by the activity.
- (2) A communication strategy developed for the activity and activity knowledge base including publications, workshops, and seminars with the participation of rural producers and local, regional and national partners.

C.5. KEY PERSONNEL

- C.5.1. Chief of Party - COP: The COP will have overall responsibility for the contract including quality control, the appropriateness and overall responsiveness of all activities performed under the contract, whether by long - or short-term advisors or others, and professional oral and written communication with USAID.
- C.5.2. Senior International Broker-Market Advisor: The Broker-Market Advisor is responsible for obtaining and maintaining a pool of contacts of key international buyers in a variety of products that are key for rural development in Colombia. S/he is responsible for searching and assisting producers and buyers close business deals as well as identifying new product opportunities and diversification of existing products. The Senior Broker Advisor will identify niche markets and high value markets and provide technical information to producers on the volumes, prices, qualities and delivery schedules of products.
- C.5.3. Senior Agri-Business Advisor: The Agri-Business Advisor is responsible for providing leadership and oversight to a series of actions that will help producers respond to market demands. This involves supporting a market-led systems approach that will improve the productivity and competitiveness of rural producers and off-farm businesses. In addition s/he will help strengthen the producer associations by providing value-added services to their members on a sustainable basis.
- C.5.4. Senior Infrastructure Advisor: S/he will prepare tenders, evaluate bids (especially regarding the items where civil engineering expertise is required), review contracts, define communications amongst key players in the rural infrastructure projects, monitor work-plans,

provide technical support to initiatives as needed, advise partner organizations on how to inspect infrastructure advance and delivery of infrastructure to ensure that the technical conditions have been met. S/he will review civil engineering and infrastructure studies and analyses, infrastructure designs and inspections of the public and private sector funded initiatives. Independently manages subcontractors that design, develop and complete assigned civil engineering and infrastructure improvement project designs and inspections according to project time lines and resources, meeting government standards, policies and regulations.

C.5.5. Senior Grants Manager: The Grants Management specialist will be responsible for overseeing the administrative and financial management and accountability requirements of the activity as well as the process of solicitation, competition and close out for subcontracts/ GUCS at the local levels. S/he is responsible for managing the Activity Fund.

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

[END OF SECTION C]

SECTION D - PACKAGING AND MARKING

D.1. NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

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

D.1.1. 752.247-70 Preference for privately owned U.S.-flag commercial vessels. (OCT 1996)

D.1.2. 752.7009 Marking. (JAN 1993)

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.)

D.2.1. Activity Name:

- English: USAID/Colombia's Producers to Markets Alliance
- Spanish: programa de Alianzas Comerciales de USAID/Colombia

D.2.2. 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. 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).

D.2.3. Desired level of visibility:

USAID/Colombia's Producers to Markets Alliance has a desired high level of visibility within USAID since the purpose of the activity is to improve the competitiveness of rural producers to respond to new and expanding market opportunities. The initiatives designed under this activity must be market-led and focus on meeting the expectations of end markets, to ensure sustainability and increased profitability for rural producers and other actors in the selected value chains.

D.2.4. Any other organizations to be acknowledged:

Activity documents will not use the contractor's logo, but will acknowledge that the document was prepared for USAID's by the Producers to Markets Alliance, [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 activity 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 CLAUSES INCORPORATED BY REFERENCE

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

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):

E.3.1. 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?

E.3.2. 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 Activity's 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?

E.3.3. 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?

E.3.4. 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 Activity 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?

E.3.5. 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.

E.3.6. 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, and 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)?

E.3.7. 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 CLAUSES INCORPORATED BY REFERENCE

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

52.242-15 Stop-Work Order - Alternate I (Apr 1984)**52.247-55 F.O.B. Point for Delivery of Government-Furnished Property (June 2003)**

F.2. PERIOD OF PERFORMANCE

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

F.3. PLACE OF PERFORMANCE

The place of performance is Colombia (514).

F.4. AUTHORIZED WORK DAY/WEEK

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

F.5. 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.

F.5.1. List of Reports and Plans

F.5.1.1. 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 activities to be undertaken by the contractor for the period under each activity 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 PMA'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 activity 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.

Due Date: (Draft) 60 days after award - (Final Y1) 90 days after award.

F.5.1.2. 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) as producers with need to access economic markets. At a minimum, the document should address major existing inequalities and a plan to guard against exacerbating these.

Due Date: (Draft) 60 days after award.

F.5.1.3. 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 all required activities and results. The M&E plan must include performance indicators that are consistent with and meet the data collection needs of the Activity's 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 programmatic 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 impact on the Activity. 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.

Due Date: (Draft) 60 days after award - (Final) 90 days after award.

F.5.1.4. 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 activity. 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 activity 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 Activity has had during the reporting period on its beneficiaries. This includes the preparation of fact sheets and success stories, including photos and quotations about PMA's 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.

Due date: 30 days after end of each USG fiscal year calendar quarter.

F.5.1.5. 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 activity, 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.

Due date: 30 days after end of each USG fiscal year calendar quarter.

F.5.1.6. 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.

F.5.1.7. 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.

F.5.1.8. Bimonthly (every two months) newsletter:

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

F.5.1.9. 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.

F.5.1.10. 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.

F.5.1.11. Final Report:

The Contractor must prepare a final report at the end of the activity period to the COR which summarizes accomplishments and shortcomings of this contract and recommendations regarding unfinished work and/or activity 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 activity 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 stimulus for the link between producers and markets in the selected areas. In addition, the final report must discuss the status and prospects for the activity's sustainability and replicability in the current geographic scope and/or other areas.

F.5.1.12. 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.

F.5.1.13. 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 any

external issues that may affect activity 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.

F.5.1.14. 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.

F.5.1.15. Meetings:

The COP, and in his/her absence the Deputy Chief of Party (as designated by the contractor), along with the technical Managers and other staff as needed, will meet with the COR at least twice a month. Succinct (one page) meeting notes will be sent to the COR one week after the meeting. 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 activities as directed by the COR and as applicable.

F.5.1.16. Biannual Strategy Reviews

The Contractor will participate in biannual 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 activity re-direction as a result of these strategy reviews.

Due Date: One week after the Biannual Strategy Review.

F.5.1.17. 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 3 weeks after contract award.

F.5.1.18. Activity Fund Management Guide

The Contractor must develop and submit for approval by the Contracting Officer an Activity Fund Management Guide (AFMG). The AFMG must include

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

As part of the AFMG, the Contractor must also submit a Subaward Activity Cycle Flowchart outlining the subaward development, approval and implementation process, including key roles and responsibilities. This flowchart must demonstrate the Contractor's ability to process and implement subawards in a timely manner and in accordance with these guidelines and procedures.

In addition to the AFMG, 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 subawardees explaining their reporting and subaward management responsibilities and requirements (including reporting on items procured under the subaward);
- 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.
- A proposed Private and Public Sector Alliance chapter in the GUC's Manual for USAID's approval.

Due Date: 60 days after contract award.

F.5.1.19. 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

F.5.1.20. 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

F.5.1.21. Annual 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.

F.5.1.22. 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.

F.6. 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 other Thursday after contract award
Bimonthly newsletter	The first Thursday of every other month after contract award
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
Biannual Strategic Review Report	1 week after BSR
Field Staffing Plan	3 weeks after award
Activity Fund Management 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
Other Materials	Upon completion
Meetings	One week after the meeting

DELIVERABLES AND OUTCOMES BY COMPONENT			
Component	Deliverable	Completion date	Fixed Fee Amount
C.4.1. Component 1: Increased Export Sales	Increased dollar value of exports in new and existing markets of the selected value chains by 300-500%, depending on product demand and market fluctuations.		
	At least 50% of PMA participants use information and communication technologies to access market prices and market trends to improve competitiveness of the targeted value chains.		
	At least ten (10) private partnerships (businesses, broker firms, chambers of commerce, business foundations, etc.) capable of delivering service on a profitable basis at the end of the Activity.		
	1:3 Activity Fund leverage ratio i.e. per one dollar of USAID support at least three dollars facilitated from the private sector.		
C.4.2. Component 2:	At least \$130 million in transaction sales. Increased farm gate sales by 250 to 300% (depending on the		

Expanded Value Chain Production	economic activity and product demand) of the total overall annual sales, due to enhanced production volumes.		
	At least 75,000 producers assisted increase their incomes.		
	Increase of 30% in the numbers of producers that participate in the selected value chains.		
	1:3 Activity Fund leverage ratio i.e. per one dollar of USAID support at least three dollars facilitated in public and private counterpart investments.		
C.4.3. Component 3: Productive Infrastructure for Market Efficiency	\$50 million of leveraged funds for infrastructure activities that positively affect the targeted value chains successfully executed (funding is expended, not just planned).		
	Territorial institutional capacity to maintain and improve tertiary roads developed.		
	Public service infrastructure (tertiary roads, irrigation, electricity, etc.) properly maintained to facilitate production and sales of key value chain products.		
	At least 1:8 Activity Fund leverage ratio i.e. per one dollar of USAID support at least eight dollars leveraged in public and private counterpart investment.		
C.4.4. Cross-cutting component: Learning, Knowledge Management and Communications	Partnership established with a public or private entity to support an on-line platform with lessons learned and best practices in connecting producers to market opportunities, where practitioners and partners have access to technical information and toolkits developed by the activity.		
	A communication strategy developed for the activity and activity knowledge base including publications, workshops, and seminars with the participation of rural producers and local, regional and national partners.		

Deliverables table above will be modified/ adjusted, based on the accepted proposal's data.

F.7. KEY PERSONNEL

F.7.1. The minimum key personnel whom the Contractor must furnish for the performance of this contract are as follows:

Position Title

- Chief of Party (COP)

The COP must be qualified with substantial multi-country experience in alliance building and donor-funded or private sector agricultural projects working with producers, 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. The COP must reside in Colombia for the life of the Activity.

The required qualifications for the COP are:

(1) Education: A Master degree from an accredited college or university in relevant fields such as agriculture, rural development, agronomy, development economics.

(2) Professional Experience: At least fifteen years of relevant international work experience in agricultural project management and/or related areas with a strong knowledge of value chains in a developing country context. Extensive knowledge of market-led systems, accessing new markets in some of the selected value chain areas and organizational development experience. Experience working in post-conflict areas would be an advantage. 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 activity 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.

Language: Fluent spoken, written and reading abilities in English and Spanish.

- Senior International Broker-Market Advisor

The required qualifications for this position are the following:

(1) Education: A degree in business administration, social sciences or other related studies from an accredited university.

(2) Professional Experience: Ten years of experience in buying and selling products in international and regional markets with emphasis on agricultural products. Experience in one or several of the key selected value chains. Demonstrated success in identifying new markets and closing business deals for those products. Experience supporting sales teams, working with distributors and managing client relationships.

(3) Language: Fluent spoken, written and reading abilities in English and Spanish.

- Senior Agri-Business Advisor

The required qualifications for this position are the following:

(1) Education: A master degree in agricultural economics or a related field (agronomy, marketing, business, etc.) or the equivalent number of years of experience.

(2) Professional Experience: Ten years working with producers, medium, small and micro rural enterprises in a developing context. Proven experience of supporting and managing teams that work with producers on a wide variety of issues, from the producers to the market. Demonstrated experience strengthening producer groups in rural areas. A plus is having this experience in ex-conflict zones. Experience identifying and resolving issues to raise production and fortify the agricultural value chains to significantly increase farm-gate sales in value and volume. Experience connecting producers to market to increase sales.

Language: Spanish speaker

- Senior Infrastructure Advisor

The Senior Infrastructure Advisor will have ten years of experience engaging the private and public sectors to build and manage alliances and facilitate resources to achieve expected results in productive infrastructure projects.

The required qualifications for this position are the following:

- (1) Education: A Bachelor's Degree or higher in Civil Engineering or related field.
- (2) Professional Experience: Ten years of civil engineering experience (preferably in a developing country context), with productive development projects, i.e.; tertiary roads, bridges, irrigation systems, energy, etc. Must meet required qualifications for registration as a Professional Engineer in Colombia Board of Engineers. Must have public and private sector partnership experience, with a proven track record of leveraging resources for productive infrastructure. Must have management experience with subcontractors and consultants.

Language: Spanish speaker.

- Senior Grants Manager

The required qualifications are:

- (1) Education: A degree in business administration, social sciences or related field from an accredited university.
- (2) Professional Experience: At least ten years' experience in the administration of contracts/grants for international development projects. Familiarity with USG and USAID procurement policies, regulations and grant management procedures. Experience working with organizations in developing countries and Colombian private and/or public sectors.

Language: Spanish speaker with basic English conversational, reading and writing skills.

The offeror may not propose other key personnel positions (Refer to ADS 302.3.5.4)

The personnel specified above are considered to be essential to the work being performed hereunder and must meet the minimum requirements specified in this section. 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 Activity. No replacement of personnel will be made by the Contractor without the written consent of the Contracting Officer. Offerors must propose a DCOP within the key personnel group with a rationale of why the selected position should also play the role of DCOP.

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. 752.7003 DOCUMENTATION FOR PAYMENT. (NOV 1998)

Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The contracting officer's representative (COR) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034 -Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

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

TOTAL EXPENDITURES

Document Number: XXX-X-XX-XXXX-XX

Line item No. Description Amt.

Amt. Vouchered To date

Amt. Vouchered This Period 001

Product/Service Desc. for Line Item 001 \$XXXX.XX \$XXXX.XX 002

Product/Service Desc. for Line Item 002 \$XXXX.XX \$XXXX.XX

Total \$XXXX.XX \$XXXX.XX

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

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

BY: []

TITLE: []

DATE: []

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

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

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

G.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:

Rural Economic Development (RED) USAID/Colombia

Unit 3030, Box 5101

DPO, AA 34004

The Contracting Officer Representative for this contract is (Name of COR) and his/her alternate is (Name of Alternate COR). The COR Designation Letter, outlines 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

G.4.1. Technical Directions is defined to include:

- Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- 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.

G.4.2. 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:

- Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- 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.
- 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.
- Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- 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.
- 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.
- Complete Contractor Performance Assessment Reports (CPARs) once a year.

G.4.3. 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.

G.4.4. 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.

G.4.5. 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. DESIGNATION OF CONTRACTOR PRIMARY POINT-OF CONTACT

The Contractor point-of-contact for this contract will be (Name of responsible POC)

- US address (telephone, email address)
- Colombia address (telephone, email address)

G.8. CONTRACTOR'S PAYMENT ADDRESS

____ (To be filled at time of award) _____

G.9. SOURCE OF FUNDS AND FISCAL DATA

Budget Fiscal:.....(TBD)
Operating Unit:.....USAID/Colombia Team/Division: (RED)
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 <http://acquisition.gov/far/index.html> for electronic access to the full text of a clause.

48 CFR Chapter 7 (AIDAR)**752.7027 Personnel. (DEC 1990)****H.2. 752.209-71 ORGANIZATIONAL CONFLICT OF INTEREST DISCOVERED AFTER AWARD (JUN 1993)****(A) Organizational Conflicts of Interest Discovered After Award (JUN 1993)**

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

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

CONFLICT OF INTEREST

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

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

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

(d) If the potential conflict relates to performance of the work hereunder (e.g., where the Contractor is to evaluate an activity in which the

Contractor had some previous involvement, thereby rendering the Contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the Contractor's objectivity), and the Contracting Officer cannot neutralize, mitigate, or avoid the conflict, the Contracting Officer may decline to authorize performance of that work by the Contractor.

(e) If the potential conflict relates to future activities (e.g., where the Contractor is to perform a needs assessment, feasibility study, or design/development of a project or activity to be procured under another contract for which the Contractor will or might compete or which may be awarded noncompetitively to the Contractor, thereby potentially providing an unfair competitive advantage to the Contractor, and/or rendering the Contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the Contractor's objectivity; or where the work under this contract might affect the personal or financial interests of the Contractor), the Contracting Officer may decline to authorize performance of that work by the Contractor or, if such work is authorized, the Contracting Officer may place restrictions on the Contractor's future activities, as permitted by FAR 9.5., and as necessary to neutralize, mitigate, or avoid the potential conflict.

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

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

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

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

H.3. 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)

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

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

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

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

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

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

[END OF PROVISION]

H.4. 752.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) DEC 1991

In addition to the requirements specified in (48 CFR) FAR 52.228-3, the contractor agrees to the following:

(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 (48 CFR) 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.

[END OF PROVISION]

H.5. 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)

(a) The contractor 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.

[END OF PROVISION]

H.6. 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.

[END OF PROVISION]

H.7. 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:

(i) Describe the planning, design, implementation, evaluation, and results of development assistance; and

(ii) 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, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

(A) Time-sensitive materials such as newsletters, brochures or bulletins.

(B) 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.

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

(2) Essential bibliographic information. Descriptive information is required for all contractor products submitted. The title page of all reports and information products must include the contract number(s), contractor name(s), name of the USAID contracting officer's representative, the publication or

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

[END OF PROVISION]

H.8. 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.

Personnel Compensation

1) Limitations:

- 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.
- 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.

2) 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.

3) 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.

4) 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 the inflation percentage in Colombia for the preceding year, as provided by the GOC (<http://www.banrep.gov.co/es/inflacion-basica>). 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 the above mentioned inflation percentage over the prior year's labor costs.

5) 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:

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

6) 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.

7) Work Week

- 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.
- 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.

8) 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.9. ADS 206.3.12 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.

[END OF PROVISION]

H.10. ADS 302.3.4.13 GRANTS UNDER CONTRACTS (GUCS)

- a. Subject to the conditions discussed below, the Contracting Officer may enter into a direct contract (including a task order) that allows the USAID contractor to execute grants with non-governmental organizations (non-profits or for-profits) and partner government entities (also known as partner government implementing entity as defined in ADS 220). This Grants under Contracts authority is allowable only after the following clearances and approvals have been obtained:
 - Clearance from the cognizant General Counsel or Resident Legal Officer and the CO; and

- Approval, in writing, from the Head of the Contracting Activity (HCA) for the specific contract for which it would be allowed.

b. Additional Requirements for GUCs Providing Funds to Partner Government Entities.

- (1) In exceptional circumstances, GUCs to partner government entities to provide funds may be authorized if they meet the conditions, requirements, and approvals below. This requirement does not apply to GUCs that are solely in-kind grants, technical assistance, or other activities by the recipient to or for the benefit of a partner government entity. Note that COs do not have the authority to execute grants to a foreign government; ADS 103.3.5.1.c delegates such authority to AAs, and as further delegated.
- (2) Prior to obligating funds into a contract for any GUC to a partner government entity that provides funds for activities that the entity will implement (excluding "in-kind" grants, technical assistance, and other activities provided to or on behalf of the partner government entity), the CO must verify that these types of GUCs have been approved either in:
 - The Project Appraisal Document (PAD) (or PAD amendment) (covering the specific GUC requirements stated in ADS 201.3.15.4); or
 - A Determination and Findings, in accordance with paragraph (3) below.
- (3) If the OU has not addressed GUCs to partner government entities in the PAD (or PAD Amendment), the OU must prepare a D&F that documents:
 - (i) The results of a pre-financing assessment conducted under ADS 220.3.3.1 and 220.3.4.3 that complies with all statutory assessment requirements; a risk mitigation plan to address any weaknesses identified in the assessment; and how all identified weakness will be mitigated in the GUC that provides funds to a partner government entity;
 - (ii) How a GUC that provides funds to a partner government entity is consistent with any other decisions and results under the Public Financial Management Risk Assessment Framework (PFMRAF), if any (see ADS 220);
 - (iii) How a GUC that provides funds to a partner government entity will contribute to sustainability other than in cases where immediate development results outweigh sustainability goals.
 - (iv) That there are no alternative means to achieve the foreign assistance purpose other than through GUCs issued by the USAID prime awardee to a partner government entity.
- (4) If the cumulative amount of GUCs to partner government entities exceeds \$10 million for the duration of a prime contract award, the Operating Unit must complete a Congressional Notification with the pre-financing assessment results (see ADS 201 and ADS 220).
- (5) All D&Fs must be cleared by the RLO/GC, CO, and M/CFO/Mission Controller. The D&F must be approved by the Mission Director for GUCs under Mission executed contracts, and by the cognizant Pillar Bureau Assistant Administrator, in consultation with the relevant

Regional AAs, for GUCs under USAID/Washington executed awards. The OU must provide a copy of the signed D&F to the CO to be included in the contract file.

- (6) After 07/28/2019, in addition to the clearances above, all D&Fs must be approved by the Bureau AA and the AA for Management. It is USAID policy to increase its direct assistance to partner governments to achieve sustainable development results. As such, no prime award may contain GUCs that provide funds to partner government entities unless a D&F specified in 302.3.4.13 b(3) above is approved by the cognizant Bureau AA (in consultation with relevant Pillar or Regional AAs, as applicable) and the AA for Management and provided to the CO.
- c. The grant program under the GUCs authority must meet the following conditions:
- (1) Award Amount Thresholds
 - Non-Governmental Organizations: The total value of an individual grant to a U.S. NGO must not exceed \$100,000. This limitation does not apply to grant awards to non-U.S. NGOs.
 - Partner Government Entities: The total value of all GUCs that provide funds (as opposed to in-kind assistance) to a particular partner government entity (for example, ministry, municipality, district, etc.) must not exceed \$300,000 for the duration of the prime contract.
 - (2) It is not feasible to accomplish USAID objectives through normal USAID contract and grant awards because either:
 - Executing a number of small grant activities is particularly difficult for the responsible USAID Mission or office, or
 - The grant program is incidental and relatively small in comparison to the other technical assistance activities of the contractor.
 - (3) 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.
 - (4) Applicable Policies
 - (i) Non-Governmental Organizations. USAID must ensure that the requirements that apply to USAID-executed grants (including the agency policies regarding construction activities in ADS 303, Grants and Cooperative Agreements to Non-Governmental Organizations, applicable standard provisions in ADS 303, and ADS 308, Awards to Public International Organizations) are also applied to grants that a USAID contractor executes.
 - (ii) Partner Government Entities. For GUCs that provide funds to partner government entities, the contractor must be required to:
 - Incorporate into the grant all required terms and conditions from the prime contract award specifically relating to GUCs, and those regarding audit, monitoring and

oversight by the prime recipient. This is not subject to deviation.

- For additional information on applicable standard provisions see ADS 303.3.21. When questions arise concerning the appropriate provisions for GUCs, the CO must consult with the cognizant attorney in GC or the cognizant RLO on the terms and conditions of the GUC before approving a GUC providing funds to a partner government entity.

- (5) USAID must retain within the contract the ability to terminate the grant activities unilaterally in extraordinary circumstances.

USAID does not authorize contractors to execute or administer cooperative agreements on its behalf. USAID does not require HCA approval when a contractor will only be managing or administering grants already awarded by USAID. COs must not award contracts in which the contractor disclaims liability for any GUCs it awards on USAID's behalf.

[END OF PROVISION]

H.11. ADS 302.3.5.5 REPORTING OF FOREIGN TAXES (JULY 2007)

- (a) The contractor must annually submit a report by April 16 of the next year.
- (b) Contents of Report. The report must contain:
 - (1) Contractor name.
 - (2) Contact name with phone, fax and email.
 - (3) Contract number(s).
 - (4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
 - (6) Any reimbursements received by the contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
 - (7) Report is required even if the contractor did not pay any taxes during the report period.
 - (8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause:
 - (1) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

- (2) "Commodity" means any material, article, supply, goods, or equipment.
- (3) "Foreign government" includes any foreign governmental entity.
- (4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to: **[insert address and point of contact at the Embassy, Mission, or CFO/CMP as appropriate]**.
- (e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts and other subagreements.
- (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

[END OF PROVISION]

H.12. ADS 302.3.5.9 NONDISCRIMINATION (June 2012)

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

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

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

[END OF PROVISION]

H.13. ADS 302.3.5.19 USAID-FINANCED THIRD-PARTY WEB SITES (AUGUST 2013)

(a) Definitions:

"Third-party web sites"

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

Third-party Web sites include project sites.

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

- (1) Working through the COR, the contractor must notify the USAID Bureau for Legislative and Public Affairs/Public Information, Production and Online Services (LPA/PIPOS) of the Web site URL

as far in advance of the site's launch as possible.

- (2) The contractor must comply with Agency branding and marking requirements comprised of the USAID logo and brandmark with the tagline "from the American people," located on the USAID Web site at www.usaid.gov/branding, and USAID Graphics Standards manual at <http://www.usaid.gov>.
 - (3) The Web site must be marked on the index page of the site and every major entry point to the Web site with a disclaimer that states:

"The information provided on this Web site is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government."
 - (4) The Web site must provide persons with disabilities access to information that is comparable to the access available to others. As such, all site content must be compliant with the requirements of the Section 508 amendments to the Rehabilitation Act.
 - (5) The contractor must identify and provide to the COR, in writing, the contact information for the information security point of contact. The contractor is responsible for updating the contact information whenever there is a change in personnel assigned to this role.
 - (6) The contractor must provide adequate protection from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted on the Web sites. To minimize security risks and ensure the integrity and availability of information, the contractor must use sound: system/software management; engineering and development; and secure- coding practices consistent with USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved as quickly as possible or within 30 days. Contact the USAID Chief Information Security Officer (CISO) at ISSO@usaid.gov for specific standards and guidance.
 - (7) The contractor must conduct periodic vulnerability scans, mitigate all security risks identified during such scans, and report subsequent remediation actions to CISO at ISSO@usaid.gov and COR within 30 workdays from the date vulnerabilities are identified. The report must include disclosure of the tools used to conduct the scans. Alternatively, the contractor may authorize USAID CISO at ISSO@usaid.gov to conduct periodic vulnerability scans via its Web-scanning program. The sole purpose of USAID scanning will be to minimize security risks. The contractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above.
- (c) For general information, agency graphics, metadata, privacy policy, and 508 compliance requirements, refer to <http://www.usaid.gov>

[END OF PROVISION]

H.14. ADS 302.3.5.20 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUGUST 2013)

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

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

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

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

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

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

[END OF PROVISION]

H.15. REPRESENTATION BY CORPORATION REGARDING A DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION (Deviation OAA-DEV-14-02c) (AUGUST 2014)

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.

Offeror Representation:

- 3) 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.
- 4) The Offeror represents that it is is not a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

[END OF PROVISION]

H.16. EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor is reminded that U.S. Executive Orders (including E.O. 13224) and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. FAR 25.701 prohibits agencies and their contractors and subcontractors from acquiring any supplies or services from individuals or organizations, if any proclamation, Executive Order, Office of Foreign Assets Control (OFAC) regulations, or statute administered by OFAC would prohibit such a transaction. Accordingly, the Contracting Officer must check the U.S. Department of the Treasury's OFAC List to ensure that the names of the Contractor and proposed subcontractors (and individuals from those organizations who have been made known to them), are not on the list. Mandatory FAR clause 52.225-13 Restrictions on Certain Foreign Purchases is included by reference in Section I.1 of this contract. By accepting this contract, the Contractor acknowledges and agrees that it is aware of the list as part of its compliance with the requirements of that clause. This clause must be included in all subcontracts/sub-awards issued under this contract.

H.17. 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.18. 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).

[END OF PROVISION]

H.19. USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)

a) Definitions

- "USAID Implementing Partner Notices (IPN) Portal for Acquisition ("IPN Portal")" means the single point where USAID posts universal bilateral modifications, which can be accessed electronically by registered USAID contractors. The IPN Portal is located at <https://sites.google.com/site/ipnforacquisitions/>.
- "IPN Portal Administrator" means the USAID official designated by the M/OAA Director, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Acquisition.
- "Universal bilateral modification" means modifications such as those that update or incorporate new FAR or AIDAR clauses, other terms and conditions, or special requirements that affect all awards or a class of awards as specified in the Agency notification of such terms and conditions or special requirements.

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

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

c) Procedure to register for notifications.

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

d) Processing of IPN Portal Modifications

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

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

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

incorporate any other changes to the IPN Portal modification. Bilateral modifications provided through the IPN Portal are not effective until the both the contractor and the CO sign the modification;

- (2) Notify the Contracting Officer in writing if the modification requires negotiation of additional changes to terms and conditions of the contract; or
- (3) Notify the Contracting Officer that the contractor declines to sign the modification.

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

[END OF PROVISION]

H.20. 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.

[END OF PROVISION]

H.21. LANGUAGE REQUIREMENTS

All deliverables under this contract must be produced in English. Personnel language requirements are as defined in Section F.

H.22. LOGISTIC SUPPORT

The Contractor must be responsible for furnishing all logistic support in the United States and overseas.

H.23. USAID IMPLEMENTATION OF SECTION 508 OF THE REHAB. ACT OF 1973 AND FAC 97-27 "ELECTRONIC IT ACCOUNTABILITY"

- (a) The Contractor must provide a comprehensive list of all offered specific electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Contractor must clearly indicate where this list with full details of compliance can be found (e.g., vendors or other exact web page location). The contractor must ensure that the list is easily

accessible by typical users beginning five calendar days after award. The contractor must maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to its product line.

- (b) For every EIT product accepted under this contract by the Government that does not comply with 36 CFR Part 1194, the Contractor must, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever shall occur first.

Further information on Section 508 is available via the Internet at <http://www.section508.gov>
http://www.usaid.gov/business/business_opportunities/cib/pdf/cib0121.pdf

H.24. 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.25. 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.26. OUTREACH AND COMMUNICATIONS SUPPORT

USAID/Colombia conducts public affairs efforts to highlight the role and contribution of U.S. 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 needs of the country's citizens with the Producers to Markets Alliance activity. 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.27. 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.28. ENVIRONMENTAL COMPLIANCE

1. 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.

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.

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 Producers to Markets Alliance (PMA) solicitation, 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):

- Education, technical assistance, or training programs except to the extent such training programs include activities directly affecting the environment (such as construction of facilities, etc.);
- Analyses, studies, academic or research workshops and meetings;
- 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:
 - a) Institutional capacity strengthening of producer associations through improved administrative and business practices, budgetary practices, increased market knowledge.
 - b) Activities that may cause significant environmental impacts (i.e. construction).

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

4.

- a) 4a) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Contracting Officer Representative 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.
- b) 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.
- c) 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

5.

- a) 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.
- b) 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.

Additional Responsibilities and Conditions:

6. 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.
7. 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.

8. 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>
9. 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.
10. 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.

H.29. 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 countries eligible under Code 941 that have attained competitive capability in international markets, unless:
 - a) The advanced developing country is receiving direct economic assistance under the FAA, and
 - b) 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:
 - a) export potential of the commodity in question;
 - b) magnitude of production likely to result from the Activity;

- c) likely export markets;
- d) volume of U.S. exports of the commodity in question and similar commodities;
- e) U.S. share of the world or regional market that could reasonably be expected to be affected by increased exports of the commodity

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.

- 6. FY 2014 FOAA 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.30. ELECTRONIC PAYMENTS SYSTEM

a) Definitions:

- a) "Cash Payment System" means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.
- b) "Electronic Payment System" means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.
- b) The contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, subcontractors, or grants under contracts, where applicable.
- c) Exceptions. The contractor is allowed the following exceptions, provided the contractor documents its contract file with the appropriate justification:
 - 1) Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.
 - 2) Cash payments made to payees where the contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
 - 3) Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants under Contracts for less than \$3,000, when payment through an electronic payment system is not reasonably available.
 - 4) The contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments

are authorized, based on the contractor's written justification, which provides a basis and cost analysis for the requested exception.

- d) More information about how to establish, implement, and manage electronic payment methods is available to contractors at <http://solutionscenter.nethope.org/programs/c2etoolkit>."

H.31. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (MAY 2016)

(a) Federal agencies are required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), to offer access to electronic and information technology for disabled individuals within its employment, and for disabled members of the public seeking information and services. This access must be comparable to that which is offered to similar individuals who do not have disabilities.

Standards for complying with this law are prescribed by the Architectural and Transportation Barriers Compliance Board ("The Access Board"). The contractor must comply with any future updates of standards by the Access Board.

36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/sec508/508standards.htm>.

(b) Except as indicated elsewhere in the contract, all electronic and information technology (EIT) procured through this contract must meet the applicable accessibility standards at 36 CFR 1194 as follows: 1194.21 Software applications and operating systems

1194.22 Web-based intranet and Internet information and applications

1194.23 Telecommunications products

1194.24 Video and multimedia products

1194.25 Self-contained, closed products

1194.26 Desktop and portable computers

1194.31 Functional performance criteria

1194.41 Information, documentation, and support

(c) Deliverable(s) must incorporate these standards as well.

(d) The final work product must include documentation that the deliverable conforms with the Section 508 Standards promulgated by the US Access Board.

(e) The Contractor must comply with 508 standards, and any changes needed to conform to the standards will be at no additional charge to USAID.

[END OF PROVISION]

H.32. CLOUD COMPUTING (MAY 2016)

(a) Definitions. As used in this special contract requirement-

"Access" means the ability or opportunity to gain knowledge of Government or Government-related data or any other data collected or maintained on behalf of the United States Government under this contract.

"Cloud computing" means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be

rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

"Government data" means any information, document, media, or machine-readable material, regardless of physical form or characteristics, which is created or obtained in the course of official Government business.

"Government-related data" means any information, document, media, or machine readable material, regardless of physical form or characteristics, which is created or obtained by a Contractor through the storage, processing, or communication of Government data. This does not include a contractor's business records, e.g., financial records, legal records, or data such as operating procedures, software coding or algorithms that are not uniquely applied to the Government data.

"Spillage" means a security incident that results in the transfer of classified or other sensitive or sensitive but unclassified information to an information system that is not accredited, (i.e., authorized) for the applicable security level of the data or information. "Cloud Service Provider" or CSP means a company or organization that offers some component of cloud computing - typically Infrastructure as a Service (IaaS), Software as a Service (SaaS) or Platform as a Service (PaaS) - to other businesses, organizations or individuals.

"Penetration Testing" means security testing in which assessors mimic real-world attacks to identify methods for circumventing the security features of an application, system, or network.

"Third Party Assessment Organizations" means an organization independent of the organization whose IT system is being assessed. They are required to meet the ISO/IEC 17020:1998 standards for independence and managerial competence and meet program requirements for technical FISMA competence through demonstrated expertise in assessing cloud-based solutions.

"Personally Identifiable Information (PII)" means information that can be used to distinguish or trace an individual's identity, such as their name, Social Security Number (SSN), biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important to recognize that non-PII can become PII whenever additional information is made publicly available - in any medium and from any source - that, when combined with other available information, could be used to identify an individual. PII examples include name, address, SSN, or other identifying number or code, telephone number, and e-mail address. PII can also consist of a combination of indirect data elements such as gender, race, birth date, geographic indicator (e.g., zip code), and other descriptors used to identify specific individuals. When defining PII for USAID purposes, the term "individual" refers to a citizen of the United States or an alien lawfully admitted for permanent residence.

"Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than

authorized purpose have access or potential access to personally identifiable information, whether physical or electronic.

(b) Computing

This special contract requirement applies to the Contractor and all personnel providing support under this contract (hereafter referred to collectively as "Contractor") and addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), E-Government Act of 2002 - Section 208 and Title III, Federal Information Security Management Act (FISMA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat 745), National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data.

(c) Limitations on access to, use and disclosure of, government data and Government-related data.

(1) The Contractor shall not access, use, or disclose Government data unless specifically authorized by the terms of this contract issued hereunder.

i. If authorized by the terms of this contract issued hereunder, any access to, or use or disclosure of, Government data shall only be for purposes specified in this contract.

ii. The Contractor shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and obligations.

iii. These access, use, and disclosure prohibitions and obligations shall remain effective beyond the expiration or termination of this contract.

(2) The Contractor shall use related Government data only to manage the operational environment that supports the government data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer.

(d) Records Management and Access to Information

(1) The Contractor shall support a system in accordance with the requirement for Federal agencies to manage their electronic records in accordance with capabilities such as those identified in the provisions of this contract, National Archives and Records Administration (NARA) retention policies.

(2) Upon request by the government, the Contractor shall deliver to the Contracting Officer all Government data and Government-related data, including data schemas, metadata, and other associated data artifacts, in the format specified in the schedule or by the Contracting Officer in support of government compliance requirements to include but not limited to Freedom of Information Act, Privacy Act, e-Discovery, e-Records and legal or security investigations.

(3) The Contractor shall retain and maintain all Government data in accordance with records retention provisions negotiated by the terms of the contract and in accordance with USAID records retention policies.

(4) The Contractor shall dispose of Government data and Government-related data in accordance with the terms of the contract and provide the

confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures.

(e) Notification of third party access to Government data: The Contractor shall notify the Government immediately of any requests from a third party for access to Government data or Government-related data, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or Local agency, that could result in the disclosure of any Government data to a third party. The Contractor shall cooperate with the Government to take all measures to protect Government data from any loss or unauthorized disclosure that might reasonably result from the execution of any such request, warrant, seizure, subpoena, or similar legal process.

(f) Spillage and Security Incidents: Upon written notification by the Government of a spillage or security incident, or the Contractor's discovery of a spillage or security incident, the Contractor shall coordinate immediately with the Office of Security at SECinformationsecurity@usaid.gov to correct the spillage or security incident in compliance with agency-specific instructions.

(g) Information Ownership and Rights: USAID information stored in a cloud environment remains the property of USAID, not the Contractor or cloud service provider (CSP). USAID retains ownership of the information and any media type that stores Government information. The CSP does not have rights to the USAID information for any purposes other than those explicitly stated in the contract.

(h) Security Requirements:

(1) The Contractor shall adopt and maintain administrative, technical, and physical safeguards and controls that meet or exceed requirements contained within the Federal Risk and Authorization Management Program (FedRAMP) Cloud Computing Security Requirements Baseline, current standard for NIST 800-53, including Appendix J, and FedRAMP Continuous Monitoring Requirements for the security level and services being provided, in accordance with the security categorization or impact level as defined by the government based on the Federal Information Processing Standard (FIPS) Publication 199 (FIPS-199).

(2) The Contractor shall comply with FedRAMP requirements as mandated by Federal laws and policies, including making available any documentation, physical access, and logical access needed to support this requirement. The Level of Effort for the security assessment and authorization (SA&A) is based on the system's complexity and security categorization. The Contractor shall create, maintain and update the following documentation using FedRAMP requirements and templates, which are available at <http://FedRAMP.gov>.

(3) The Contractor must support SA&A activities to include assessment by an accredited Third Party Assessment Organization (3PAO) initially and whenever there is a significant change to the system's security posture in accordance with the FedRAMP Continuous Monitoring Plan. The Contractor must make available to the Contracting Officer, the most current, and any subsequent, Security Assessment Reports for consideration as part of the Contractor's overall Systems Security Plan.

(4) The Government reserves the right to perform or request Penetration Testing by an independent source. If the Government exercises this right, the Contractor shall allow Government employees (or designated third parties) to conduct Security Assessment activities to include control reviews in accordance with FedRAMP requirements. Review activities include but are not limited to scanning operating systems, web applications, databases, wireless

scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of Government information for vulnerabilities.

(5) Identified gaps between required FedRAMP Security Control Baselines and Continuous Monitoring controls and the Contractor's implementation as documented in the Security Assessment Report must be tracked by the Contractor for mitigation in a Plan of Action and Milestones (POA&M) document.

Depending on the severity of the gaps, the Government may require them to be remediated before a provisional authorization is issued.

(6) The Contractor is responsible for mitigating all security risks found during SA&A and continuous monitoring activities. All high-risk vulnerabilities must be mitigated within thirty (30) days and all moderate risk vulnerabilities must be mitigated within sixty (60) days from the date vulnerabilities are formally identified. The Government will determine the risk rating of vulnerabilities.

(7) The Contractor shall provide access to the Federal Government, or their designee acting as their agent, when requested, in order to verify compliance with the requirements and to allow for appropriate risk decisions for an Information Technology security program. The Government reserves the right to conduct onsite inspections. The Contractor must make appropriate personnel available for interviews and provide all necessary documentation during this review and as necessary for continuous monitoring activities.

(i) Privacy Requirements: Cloud Service Provider (CSP) must understand and adhere to applicable federal Privacy laws, standards, and guidance to protect Personally Identifiable Information (PII) about individuals that will be collected and maintained by the Contractor solution. The Contractor responsibilities include full cooperation for any request for disclosure, subpoena, or other judicial process seeking access to records subject to the Privacy Act of 1974.

(j) Data Location: The Contractor must disclose the data server locations where the Agency data will be stored as well as the redundant server locations. The Contractor must have prior Agency approval to store Agency data in locations outside of the United States.

(k) PII Breach Response: The Contractor is responsible for timely breach reporting, individual notification, mitigation, cost and containment resulting from PII Breaches. The Contractor must document and provide to the COR and USAID Chief Privacy Officer (privacy@usaid.gov) a plan describing in detail their breach response policies and processes addressing these issues to include credit monitoring or other appropriate relief to affected individuals.

(l) Terms of Service (ToS): The Contractor must disclose any requirements for terms of service agreements and clearly define such terms prior to contract award. All ToS provisions regarding controlling law, jurisdiction, and indemnification must align with Federal statutes, policies, and regulations.

(m) Service Level Agreements (SLAs): The Contractor must be willing to negotiate service levels with USAID; clearly define how performance is guaranteed (such as response time resolution/mitigation time, availability, etc.); monitor their service levels; provide timely notification of a failure to meet the SLAs; and evidence that problems have been resolved or mitigated.

Additionally, at USAID's request, the Contractor must submit reports or provide a dashboard where USAID can continuously verify that service levels are being met. Where SLAs fail to be met, USAID may assess monetary penalties or service credit.

(n) Trusted Internet Connection (TIC): The Contractor must route all USAID traffic through the TIC.

(o) Forensics, Freedom of Information Act (FOIA), Electronic Discovery: The Contractor must allow USAID access required to retrieve information necessary for FOIA and Electronic Discovery activities, as well as, forensic investigations for both criminal and non-criminal purposes without their interference in these activities. USAID may negotiate roles and responsibilities for conducting these activities in agreements outside of this contract.

(1) The Contractor must ensure appropriate forensic tools can reach all devices based on an approved timetable.

(2) The Contractor must not install forensic software or tools without the permission of USAID.

(3). The Contractor, in coordination with USAID Bureau for Management, Office of The Chief Information Officer (M/CIO)/ Information Assurance Division (IA), must document and guarantee the preservation of data required for these activities.

(4) The Contractor, in coordination with USAID M/CIO/IA, must clearly define capabilities, procedures, roles and responsibilities and tools and methodologies for these activities.

(p) The Contractor shall include the substance of this special contract requirement, including this paragraph (p), in all subcontracts, including subcontracts for commercial items.

(End)

[END OF SECTION H]

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES**

I.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

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

<https://www.acquisition.gov/far/> - <http://farsite.hill.af.mil/>

48 CFR - VOLUME 1 - CHAPTER 1 - FEDERAL ACQUISITION REGULATION

- 52.202-1 Definitions. (NOV 2013)
- 52.203-3 Gratuities. (APR 1984)
- 52.203-5 Covenant against Contingent Fees. (MAY 2014)
- 52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)
- 52.203-7 Anti-Kickback Procedures. (MAY 2014)
- 52.203-8 Cancellation, 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)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)
- 52.203-13 Contractor Code of Business Ethics and Conduct. (OCT 2015)
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights. (APR 2014)
- 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015)
- 52.204-13 System for Award Management Maintenance. (JUL 2013)
- 52.204-14 Service Contract Reporting Requirements. (JAN 2014)
- 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (JUL 2013)
- 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)
- 52.215-2 Audit and Records - Negotiation. (OCT 2010)
- 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)
- 52.215-23 Limitations on Pass-Through Charges. (OCT 2009)
- 52.216-7 Allowable Cost and Payment (DEC 2002)

- 52.216-8 Fixed Fee. (JUN 2011)
- 52.217-2 Cancellation Under Multiyear Contracts. (OCT 1997)
- 52.217-8 Option to Extend Services (Nov 1999)
- 52.219-9 Small business subcontracting plan. (OCT 2015)
- 52.222-50 Combating Trafficking in Persons. (MAR 2015)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)
- 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)
- 52.228-3 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 payment. (JUL 2013)
- 52.232-25 Prompt payment. (JUL 2013) - Alternate I (FEB 2002)
- 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (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. (AUG 1996) - Alternate I (JUN 1985)
- 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)
- 52.237-8 Restriction on Severance Payments to Foreign Nationals (Aug 2003)
- 52.236-5 Material and Workmanship (April 1984)
- 52.236-18 Work Oversight in Cost-Reimbursement Construction Contracts (April 1984)
- 52.236-19 Organization and Direction of the Work (April 1984)
- 52.242-1 Notice of Intent to Disallow Costs. (APR 1984)
- 52.242-3 Penalties for Unallowable Costs. (MAY 2014)
- 52.242-4 Certification of Final Indirect Costs. (JAN 1997)
- 52.242-13 Bankruptcy. (JUL 1995)
- 52.243-2 Changes - Cost-Reimbursement. (AUG 1987) - Alternate I (APR 1984)
- 52.244-5 Competition in Subcontracting. (DEC 1996)

- 52.244-6 Subcontracts for Commercial Items. (FEB 2016)
 - 52.245-1 Government Property. (APR 2012)
 - 52.245-9 Use and Charges (APR 2012)
 - 52.246-25 Limitation of Liability - Services. (FEB 1997)
 - 52.247-63 Preference for U.S.-Flag Air Carriers. (JUN 2003)
 - 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels. (FEB 2006)
 - 52.249-6 Termination (Cost-Reimbursement). (MAY 2004)
 - 52.249-14 Excusable Delays. (APR 1984)
 - 52.253-1 Computer Generated Forms. (JAN 1991)
- 48 CFR - VOLUME 5 - CHAPTER 7 (AIDAR)
- 752.202-1 Definitions. (JAN 1990)
 - 752.209-71 Organizational conflicts of interest discovered after award. (JUN 1993)
 - 752.211-70 Language and measurement. (JUN 1992)
 - 752.222-70 USAID Disability Policy. (DEC 2004)
 - 752.225-9 Buy American Act - Trade Agreements Act - Balance of Payments Program.
 - 752.228-3 Worker's Compensation Insurance (Defense Base Act). (DEC 1991)
 - 752.228-7 Insurance - liability to third persons. (JUL 1997)
 - 752.229-70 Federal, state and local taxes.
 - 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)
 - 752.7028 Differential and allowances. (JUL 1996)
 - 752.7029 Post Privileges. (JUL 1993)
 - 752.7033 Physical fitness. (JUL 1997)
 - 752.7015 Use of Pouch Facilities. (JUL 1997)
 - 752.7018 Health and accident coverage for USAID participant trainees. (JAN 1999)

- 752.7019 Participant training. (JAN 1999)
- 752.7023 Required Visa Form for USAID Participants. (APR 1984)
- 752.7025 Approvals. (APR 1984)
- 752.7031 Leave and holidays. (OCT 1989)
- 752.7032 International Travel Approval and Notification Requirements (APR 2014)
- 752.7034 Acknowledgment and Disclaimer. (DEC 1991)
- 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.

(End of clause)

I.3. 52.244-2 SUBCONTRACTS (OCT 2010)

(a) *Definitions.* As used in this clause-

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

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

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

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

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

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

(2) Is fixed-price and exceeds-

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

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

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

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

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting-
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which

consent is not required under paragraph (b), (c) or (d) of this clause.

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

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

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

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

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

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

(End of clause)

I.4. 52.244-2 SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUN 2007)

(a) *Definitions.* As used in this clause-

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

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

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

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

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

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

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting-

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

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

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e) (1) (i) through (e) (1) (iv) of this clause.

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

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

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

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

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

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

(End of clause)

I.5. 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS. (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S. Agency for International Development (USAID) and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S. Agency for International Development (USAID) and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No.[]. This may be confirmed by contacting USAID/Colombia.

(End of clause)

I.6. 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT. (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid-

- (1) By the Contractor under a cost-reimbursement contract; and
- (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to-

USAID/Colombia

(End of clause)

I.7. 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS - REPRESENTATION (APR 2015) (DEVIATION 2015-02)

- a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement

representative of a Federal department or agency authorized to receive such information.

[END OF PROVISION]

I.8. 52.203-99, PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (APR 2015) (DEVIATION 2015-02)

a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

d)

1) In accordance with section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

I.9. 752.245-70 GOVERNMENT PROPERTY - USAID REPORTING REQUIREMENTS. (JUL 1997)

The term *Government furnished property* wherever it may appear in the following clause, shall mean (1) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor and (2) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of this contract and identified by such officer as accountable. The term *Government property*, wherever it may appear in the following clause, shall mean Government-furnished property and non-expendable personal property title to which vests in the U.S. government under this contract. Non-expendable property, for purposes of this contract, is defined as property which is complete in itself, does not lose its identity or becomes a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.

Reporting Requirement: to be inserted following the text of the FAR clause.

Reporting Requirements: The contractor will submit an annual report on all non-expendable property in a form and manner acceptable to USAID substantially as follows:

ANNUAL REPORT OF GOVERNMENT PROPERTY IN CONTRACTOR'S CUSTODY

(Name of Contractor) As of (End of Contract Year), 20xx Motor Vehicles Furniture and furnishings other non-expendable property Office Living quarters

Value of property as of last report.

Transactions during this reporting period.

a) Acquisitions (add):

- i) Purchased by contractor (1).
- ii) Transferred from USAID (2).
- iii) Transferred from others, without reimbursement (3).

b) Disposals (deduct):

- i) Returned to USAID
- ii) Transferred to USAID-contractor purchased
- iii) Transferred to other Government agencies (3).
- iv) Other disposals (3).

Value of property as of reporting date.

Estimated average age of contractor held property.

Years Years Years Years

- (1) Property which is complete in itself, does not lose its identity or becomes a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.
- (2) Government furnished property listed in this Contract as nonexpendable.
- (3) Explain if transactions were not processed through or otherwise authorized by USAID.

PROPERTY INVENTORY VERIFICATIONS

I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability records maintained for Government property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is as cited opposite line D above.

Authorized Signature

[END OF SECTION I]

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

J.1. ATTACHMENT 1 - SF-LLL - DISCLOSURE OF LOBBYING ACTIVITIES

A hard copy is available as an attachment of this document; please find the electronic version at <http://www.gsa.gov/portal/forms/download/116430>

J.2. ATTACHMENT 2 - PAST PERFORMANCE QUESTIONNAIRE AND SURVEY

A hard copy is available as an attachment of this document.

J.3. ATTACHMENT 3 - BUDGET TEMPLATE

A hard copy is available as an attachment of this document; please find the Microsoft Office Excel file at <http://www.fbo.gov/>

J.4. ATTACHMENT 4 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

A hard copy is available as an attachment of this document; please find the electronic version at <https://www.usaid.gov/forms/aid-1420-17>

J.5. ATTACHMENT 5 - SMALL BUSINESS SUBCONTRACTING PLAN

(To be submitted by offeror - Not applicable if the prime offeror is a local organization) - A hard copy is available as an attachment of this document; please find the electronic version at <https://www.usaid.gov/partnership-opportunities/small-business/subcontracting-template>

J.6. ATTACHMENT 6 - BRANDING IMPLEMENTATION PLAN AND MARKING PLAN

(To be submitted by offeror) A hard copy is available as an attachment of this document; please find the electronic version at <http://www.fbo.gov/>

J.7. ATTACHMENT 7 - Assessment of the USAID/Colombia ADAM/MIDAS/CELI Activities

A hard copy is available as an attachment of this document; please find the electronic version at <http://www.fbo.gov/>

J.8. USEFUL LINKS

USAID GLOBAL DEVELOPMENT ALLIANCES (GDA) <https://www.usaid.gov/gda/>

USAID 2011 EVALUATION POLICY: <http://www.usaid.gov/evaluation/>

DOING BUSINESS WITH USAID: <http://www.usaid.gov/work-usaid/get-grant-or-contract/trainings-how-work-usaid>

U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT: <http://www.usaid.gov>

FEDERAL ACQUISITION REGULATION (FAR): www.acquisition.gov/far

USAID ACQUISITION REGULATION (AIDAR)
<https://www.usaid.gov/ads/policy/300/aidar>

USAID AUTOMATED DIRECTIVES SYSTEM (ADS): www.usaid.gov/pubs/ads.

SF-1034 FORM (VOUCHER FOR PUBLIC SERVICES OTHER THAN PERSONAL):
<http://www.usaid.gov/sa/usaidsa/sf1034.pdf>

MISSION ORDER ON PUBLIC-PRIVATE PARTNERSHIPS: <https://goo.gl/5192tf>

[END OF SECTION J]

PART IV - REPRESENTATION AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS****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.

48 CFR - VOLUME 1 - CHAPTER 1 - FEDERAL ACQUISITION REGULATION

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)

52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (NOV 2015)

52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Mar 2015)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (OCT 2015)

K.2. 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (FEB 2016)

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

(2) The small business size standard is \$15.0.

(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 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) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 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.

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

(x) 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.

(xi) 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.

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

(xiii) 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.

(xiv) 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.

(xv) 52.223-1, Bio-based 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 Bio-based Products Under Service and Construction Contracts.

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

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

(xviii) 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 \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxi) 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.

(xxii) 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 representations or 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 Web site 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 No.	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.

[END OF PROVISION]

K.3. 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS. (OCT 2015)

(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 [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], 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 [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a) (1) (i) (B) of this provision; and

(D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 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. Sec. 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. Sec. 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. Sec. 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 [] has not [], within a 3-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).

(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 non-responsible.

(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.

[END OF PROVISION]

K.4. 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).

[END OF PROVISION]

[END OF SECTION K]

[INTENTIONALLY LEFT BLANK]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

L.1. NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

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

48 CFR - VOLUME 1 - CHAPTER 1 - FEDERAL ACQUISITION REGULATION

52.204-7 System for Award Management. (JUL 2013)

52.204-16 Commercial and Government Entity Code Reporting. (JUL 2015)

52.204-18 Commercial and Government Entity Code Maintenance. (JUL 2015)

52.214-34 Submission of Offers in the English Language. (APR 1991)

52.214-35 Submission of Offers in U.S. Currency. (APR 1991)

52.215-22 Limitations on Pass-Through Charges--Identification of Subcontract Effort. (OCT 2009)

L.2. 52.216-1 TYPE OF CONTRACT. (APR 1984)

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

[END OF PROVISION]

L.3. 52.233-2 SERVICE OF PROTEST. (SEP 2006)

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

USAID/Colombia 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)216-3058

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

[END OF PROVISION]

L.4. 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): <https://www.acquisition.gov/far/> - <http://farsite.hill.af.mil/>

[END OF PROVISION]

L.5. 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 the Contracting Officer, and must be sent via e-mail to Miguel Atuesta (matuesta@usaid.gov) and Martha Aponte (maponte@usaid.gov), no later than June 9, 2015 3:00 P.M. (Local Colombian Time). Both questions and answers to questions will be posted on www.fbo.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.6. GENERAL INSTRUCTIONS TO OFFERORS

L.6.1. Electronic responses are required for this solicitation.

L.6.2. Failure to submit all documents required in this section will deem the submission non-responsive and will be excluded from consideration for this solicitation.

L.6.3. 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.

L.6.4. The subject of each email should read as follows: SOL-514-16-000013 (PRODUCERS TO MARKETS ALLIANCE) E-MAIL 1 of #.

L.6.5. Please submit your proposals to the e-mail addresses below by July 5, 2016 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.

L.6.6. The addresses for receipt of proposals are matuesta@usaid.gov and maponte@usaid.gov.

L.6.7. 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.

- L.6.8. Hand delivered proposals (including commercial courier) and facsimile transmission will not be accepted.
- L.6.9. Proposal Clarity - Your proposal must 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 must address how the offeror intends to carry out the Statement of Work (SOW) in Section C of the RFP. It must also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. You must ensure that your Cost Proposal is consistent with your Technical Proposal in all respects since the Cost Proposal may be used as an aid to determine the offeror's understanding of the technical requirements.
- L.6.10. 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.7. JOINT VENTURES

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.

- L.7.1. Local Organizations are encouraged to review the following web link, which provides additional information on how to do business with USAID: <https://www.usaid.gov/work-usaid/get-grant-or-contract/trainings-how-work-usaid>

L.8. PROPOSAL FORMAT AND CONTENT

- L.8.1. 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.
- L.8.2. 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.

L.8.3. Proposal Page Limitation:

L.8.3.1. The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

Proposal Section	Page Limitation
TECHNICAL PROPOSAL	30 pages
COST/BUSINESS PROPOSAL	Not page limited

- a) 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 fonts 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, footnotes and tables provided that it is legible.
- b) Cover page, title pages, dividers, tables of contents and a list of acronyms are excluded from page counts specified in paragraph L.8.3.1 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 L.8.3.1.f) below.
- c) 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.
- d) The thirty (30) Page Limitation stated above for the TECHNICAL PROPOSAL is inclusive of:
 - i) Executive Summary;
 - ii) Technical Approach;
 - iii) Strategic Partnerships & Leverage Approach
 - iv) Management Plan, Staffing Plan and Key Personnel;
 - v) Application of Technical Approach through a Case Study (4 pages included in the 30 pg. limit)
- e) The following are to be included in the TECHNICAL PROPOSAL as an annex/exhibit and will NOT be subject to the thirty (30) page limitation:
 - i) Institutional Past Performance (Attachment J.2);
 - ii) Key Personnel Résumés (2 pages per person);
 - iii) Individual Letters of Commitment for Key Personnel (1 page per person);
 - iv) Five (5) references for each key personnel, including full name of the reference, phone number(s), and email address(es) (1 page per person).

- f) The COST/BUSINESS PROPOSAL is not page limited; however, it is to be strictly limited to:
- i) The executed Standard Form (SF) 33;
 - ii) Responses to proposed Costs/Prices;
 - iii) Detailed Budget Narrative (General, by category and by line)
 - iv) Indirect Cost Information;
 - v) The executed Section K, Representations, Certifications, Other Statements of Offerors;
 - vi) Policies and Procedures;
 - vii) The Subcontracting Plan;
 - viii) Joint Venture Information (if any);
 - ix) Evidence of Responsibility;
 - x) Information to Support Consent to Major Subcontractors;
 - xi) Employee Biographical Data Sheets;
 - xii) Information Concerning Work-Day, Work-Week, and Paid Absences;
 - xiii) Adequate Security Costs Documentation;
 - xiv) Other Price and Cost Detail Instructions;
 - xv) The Branding Implementation Plan and Marking Plan;
 - xvi) The Approach to Achieving Environmental Compliance and Management;
 - xvii) Offeror Compensation Plan;

L.9. INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

The Technical proposal submitted in response to this solicitation must address the objectives and adhere to the organizing principles set forth in Section C.3.3. 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:

L.9.1. TECHNICAL IMPLEMENTATION

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

L.9.1.1. Technical Approach

The technical approach in response to this solicitation must describe an approach that shows understanding and responsiveness to all PMA principles and objectives as outlined in Section C.

- a) Offerors must present a clear, well thought out strategy that describes how the offeror will achieve the expected results and deliverables in order to increase export sales by connecting producers to markets, increase production that responds to market demand, and increase investment in rural infrastructure that enables markets to work efficiently. This section must develop a clear causal relationship between planned interventions and expected outcomes while highlighting the inclusive business models required to integrate small farmers located in remote conflict-affected areas with domestic and

international value chains. Offerors must propose a list of maximum ten indicators that will be used to measure and monitor progress in Components 1, 2 and 3, including units of measure, targets by year and a succinct explanation of how data will be collected. 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. Environmental compliance and achieving optimal development outcomes for the proposed activities will require environmental management expertise. Respondents to the RFP must therefore include as part of their proposal their approach to achieving environmental compliance and management, to include:

- 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.
 - The respondent's approach to providing necessary environmental management expertise, including examples of past experience of environmental management of similar activities.
- b) Offerors must describe the rationale for the key priority value-chain sectors selected identifying risks, opportunities and challenges that will be faced in working with these sectors in the targeted geography. Offerors must demonstrate a thorough understanding of the actors, dynamics, and processes both at the local and national levels and articulate specific tactics that will have the greatest development impact.
- c) Offerors must propose the creation of an Activity Fund as an incentive mechanism to promote: (1) investment by the public and private sector in productive activities that expand export opportunities; (2) improve the productive capacity of the producers and value chains to meet end market requirements; and, (3) advise and assist the GOC and other territorial entities to plan/maintain infrastructure needed to connect producers to markets. The resources under this activity will leverage at a minimum rate of 1:3 times in components 1 and 2, and a minimum of 1:8 in component 3. The Activity Fund must be used to promote innovative alternatives to facilitate technical assistance, innovative and inclusive business models, and innovative ways to sustainably improve and maintain productive infrastructure to solve trade bottlenecks in the target geography. Offerors must describe how the Activity Fund will be used to facilitate and mobilize resources to provide market access, technical assistance, agricultural extension, technology transfer, and service infrastructure investments in the selected value chains and targeted geographic areas. The offeror must explain how it will promote innovative alternatives to facilitate technical assistance/agricultural extension services, innovative and inclusive business models, and innovative ways to sustainably improve and maintain productive infrastructure.
- d) Offerors must present a case study. Within the case study, the offeror must select a value chain sector and describe illustrative activities that it would undertake in that value chain to increase sales (both domestic and exports) and income, sustainably increase production that responds to markets, and solve infrastructure bottlenecks that have a direct impact on trade, impacting one or more of the geographic corridors prioritized. 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).

- e) Offerors must also demonstrate how their technical approach integrates ethnic minorities (indigenous and Afro Colombians), women and youth within all components of the activity. Offerors must identify factors that could negatively impact these populations during activity implementation and must explain the measures it will take to mitigate them.

L.9.1.2. Strategic Partnerships and Leverage

- a) The technical proposal must show the offeror's ability to perform the work requested in the Statement of Work by describing its proposed alliances and partnerships with different organizations.
- b) The offeror must provide a rationale for the strategic partnerships proposed including the business interest of each partner, an explanation of how the partnership contributes to improvements in the selected value chains and increase in exports and sales, and the steps the offeror will take to engage GOC public sector officials in Public Private Partnerships after Contract award and the rationale behind the Colombian institutions prioritized by the contractor. Offerors must describe the roles and responsibilities of such local, regional and/or international partners/allies. The 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 the work to be performed by these organizations. Offerors must explain how the proposed alliances or partnerships increase the chances of an intervention that is sustainable after completion. Sustainability 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.
- c) Offerors must explain the proposed engagement with GOC's public sector officials in PPPs.

L.9.1.3. Management Plan, Staffing Plan and Key Personnel

- a) The technical proposal must present the offeror's proposed key personnel positions, must describe the qualifications of each person and how these qualifications will allow them to successfully achieve the required objectives in Section C. The proposal must demonstrate the professional experience of key personnel and their experience working on project activities similar to their designated duties and responsibilities for this activity, and on their success in managing similar activities and tasks.
- b) Offerors must include a description of the proposed staffing plan, including specific position titles and level of effort for each position. The staffing plan must relate directly to the approaches, strategies, and interventions proposed for achieving the results of Section C and include the anticipated short-term technical assistance

needs. Offerors must discuss the role of the field office(s) and home office(s) (if applicable), and provide an organizational chart.

- c) Offerors must demonstrate how the team as a whole (key personnel and other positions as applicable) has demonstrated ability to connect producers with markets to increase export sales (and the relationships with national and/or international buyers that will make it possible to significantly increase export sales in value and volume); identify and resolve issues to raise production and fortify the agricultural value chains to significantly increase farm-gate sales in value and volume; unite public and private sector stakeholders to fund and complete improvements in rural infrastructure that facilitate trade and improve competitiveness (the type, number, and impact of the actual infrastructure improvements); and to engage the private sector in order to build and manage alliances or other public-private partnerships (PPPs) and achieve concrete results. Offerors must provide five (5) references for each key personnel. The references must include a description and include the name, title, email, and phone number of the person being contacted.

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

- Administrative and Finance coordinator
- Monitoring and Evaluation expert
- Communications/Technical writer
- Senior domestic market advisor (focused on the domestic market)
- Short-term Advisors: As part of the proposal, the Contractor must specify the profile of the short-term consultants it envisions recruiting, the balance between permanent staff and short-term consultants, the anticipated duration of short-term consultancies, and how the anticipated profile of the staff (permanent and short-term) will enable the Contractor to maximize results. USAID/Colombia expects that throughout the implementation of this contract, the Contractor will use a judicious mix of Colombian and international short-term consultants. TDYs for expatriates of less than two weeks are strongly discouraged.

L.9.2. PAST PERFORMANCE

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:

- a) 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 (or assistance instruments such as cooperative agreements/grants) as a prime or as a major sub-contractor, team or consortium member (five for itself and five for each major subcontractor) that demonstrate past experience in carrying out tasks similar in content, magnitude and complexity to this requirement.
- b) Provide for each of the contracts listed above a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, and a description of the performance to include:

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

USAID requires that you utilize Attachment J.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 matuesta@usaid.gov and maponte@usaid.gov.

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

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.

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

- i) This section L.9.2.b) is not applicable to offers from small business concerns.
- ii) As part of the evaluation of performance in Section M - Factor 2 d)5) 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).

- iii) 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:

- (1) Provide a narrative summary of your organization's use of small business concerns over the past three years.
- (2) 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.
- (3) To supplement the narrative summary in L.9.2.c)iii) (1), 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.

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

L.10. INSTRUCTIONS FOR PREPARATION OF THE COST PROPOSAL

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.

L.10.1. 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.

L.10.2. 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.

L.10.2.1. 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.

L.10.2.2. 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 entity has sufficient administrative and financial management capacity to manage USAID funds in accordance with U.S. Government and USAID requirements.

- L.10.2.3. 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.10 INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL, L.10.2 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.
- L.10.2.4. 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.
- L.10.2.5. The offeror must provide the Cost Proposal budgets in Microsoft Office Excel Worksheets (UNLOCKED). We have included ATTACHMENT J.3 - SUMMARY COST WORKSHEETS (SECTION J) (Electronic version is uploaded as a separate Microsoft Office Excel file in <http://www.fbo.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.
- L.10.2.6. All Electronic Cost Submissions must be true self-calculating spreadsheets (formulated - unlocked).
- L.10.2.7. 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.
- a) 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: <https://www.usaid.gov/forms/aid-1420-17>). 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 the Contractor Salary Threshold (CST) as stated in USAID's Automated Directives System (ADS) Chapter 302 - USAID Direct Contracting (available at <http://www.usaid.gov/policy/ads/300/302.pdf>) must be explained thoroughly. The policies set forth in AIDAR 731.205-6(b) are also applicable to contracts with a nonprofit organization. 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.

- b) Fringe Benefits¹⁵: 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.
- c) 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 located at: 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.
- d) 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 Geographic Code 937 (Default).
- e) Equipment and Supplies: Specify all other equipment, materials and supplies expected to be purchased, including type, unit cost, and units.
- f) Communications: Specific information regarding the type of communication cost at issue (i.e. mail, telephone, cellular phones,

¹⁵ 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.

internet etc.) must be included in order to allow an assessment of the realism and reasonableness of these costs.

- g) Activity Fund: Information sufficient to determine the reasonableness of the cost/price of each specific subcontract, Grant under Contract, and consultant expected to be hired must be included.
- h) 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).
- i) 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 activity, often including life support. See L.10.14 below for additional information regarding adequate security costs documentation.
- j) Environmental: Cost 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. Environmental compliance and achieving optimal development outcomes for the proposed activities will require environmental management expertise. Respondents to the RFP must therefore include as part of their proposal their approach to achieving environmental compliance and management, to include:
 - 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.
- k) 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.
- l) Office Rent: Specific information regarding the cost of any facilities needed to perform programmatic 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.
- m) 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.

- n) 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 L.10.3 below for additional information regarding indirect cost submission requirements.
- o) Fee: The Offeror may propose and explain the basis for their proposed fixed fee.
- p) For the purpose of the cost proposal, Offeror must budget using an exchange rate of Colombian Pesos (COP) \$2,800.00/USD.

L.10.3. Indirect Cost Information

The prime and all major subcontractors may propose lower overhead rates than their established Negotiated Indirect Cost Rate Agreement (NICRA) and sign the letter found in ADS 300, Mandatory Reference for Best Practices Guide for Indirect Costing. Indirect rates proposed cannot be higher than the rates established in their Negotiated Indirect Cost Rate Agreement (NICRA). Please read further instruction below if your organization does not have a NICRA.

Offerors may propose a single ceiling rate covering the term of award or a ceiling rate in each applicable contract year. If an annual ceiling rate is proposed, USAID will average the ceiling indirect rates and use that figure for evaluation purposes.

- (i) The Offeror and each major subcontractor must include a complete copy of its most current NICRA or other documentation from its cognizant Government Audit Agency, if any, stating the most recent provisional 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.
- (ii) If the Offeror or major subcontractor does not have a cognizant Government Audit Agency, the proposal must include:
 - 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). 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
 - 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.

EXEMPTIONS FOR SMALL BUSINESS OFFERORS ONLY

All the above instructions apply to small business offerors. However, if the small business offeror does not have a NICRA, the proposal must include

either Audited Financial Statements or Reviewed Financial Statements as defined below:

1. Audited Financial Statements provide the auditor's opinion that the financial statements are presented fairly, in all material respects, in conformity with the applicable financial reporting framework. In an audit, the auditor is required by auditing standards generally accepted in the United States of America (GAAS) to obtain an understanding of the entity's internal control and assess fraud risk. The auditor also corroborates the amounts and disclosures included in the financial statements by obtaining audit evidence through inquiry, physical inspection, observation, third-party confirmations, examination, analytical procedures and other procedures. The auditor issues a report that states that the audit was conducted in accordance with GAAS, the financial statements are the responsibility of management, provides an opinion that the financial statements present fairly in all material respects the financial position of the company and the results of operations are in conformity with the applicable financial reporting framework (or issues a qualified opinion if the financial statements are not in conformity with the applicable financial reporting framework. The auditor may also issue a disclaimer of opinion or an adverse opinion if appropriate).
2. Reviewed Financial Statements provide a certified CPA accountant's (referred to as "Accountant" or "CPA" herein) review; the accountant is not aware of any material modifications that should be made to the financial statements for the statements to be in conformity with the applicable federal financial reporting framework. During a review engagement, the Accountant obtains limited assurance that there are no material modifications that should be made to the financial statements. Therefore, the objective of a review of the financial statements is to obtain limited assurance that there are no material modifications that should be made to the financial statements. A review does not include obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records; or other procedures ordinarily performed in an audit. The CPA issues a report stating the review was performed in accordance with Statements on Standards for Accounting and Review Services; that management is responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework and for designing, implementing and maintaining internal control relevant to the preparation.

The proposal must not include compiled financial statements. Compiled financial statements will not be accepted because the Accountant does not obtain or provide any assurance that there are no material modifications that should be made to the financial statements. That is, there is no assurance that the organization is misrepresenting costs on compiled financial statements which puts the agency at risk. The objective of compiled financial statements is to assist management in presenting financial information in the form of financial statements without undertaking to provide any assurance that there are no material modifications that should be made to the financial statements.

- i) If the small business offeror receives an award based on the submission of Reviewed Financial Statements, within six months after the end of the small business offeror's fiscal year, they must submit an adequate final incurred cost proposal to the 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 in accordance with the Allowable Cost and Payment Clause FAR 52.216-7. The receipt of an adequate proposal by the audit office starts the audit process. This audit will establish the final indirect cost rate(s) for the audited year. Provisional rates will be updated as needed based on current information. USAID auditors will work with the small business to issue a NICRA establishing the proposed provisional indirect cost rates after award based upon acceptable information submitted above.

L.10.4. Cancellation ceiling

Offerors must propose a separate cancellation ceiling amount for each program year subject to cancellation. Offerors should use the format provided below. In accordance with FAR 17.106-2, award will not be made on less than the first program year requirements. If the Government determines before award that only the first program year requirements are needed, the Government's evaluation of the estimated cost and fee will consider only the first year.

Contract Year	Date	Cancellation Ceilings
2	Date, 2018	\$
3	Date, 2019	\$
4	Date, 2020	\$
5	Date, 2021	\$

L.10.5. 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.

L.10.6. 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).

L.10.7. Subcontracting Plan

If the offeror is other than a small business, it must submit a Subcontracting Plan (see Attachment J.5). Submitted Plans must address subcontracting with small business (SB), veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns.

L.10.8. 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.

L.10.9. 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:

- L.10.9.1. Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));
- L.10.9.2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
- L.10.9.3. Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective contractor must not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;
- L.10.9.4. Have a satisfactory record of integrity and business ethics;
- L.10.9.5. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors). (See FAR 9.104-3(a));
- L.10.9.6. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)); and
- L.10.9.7. 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.).

L.10.10. 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.

L.10.11. 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.

L.10.12. 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.

L.10.13. Information Concerning Work-Day, Work-Week, and Paid Absences

- i) 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.
- ii) 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.
 - iii) 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.

L.10.14. 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.

L.10.15. 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 December 2016.

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 major 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 J.3.

L.10.16. Producers to Markets Alliance (PMA) Activity Fund Estimate

USAID anticipates that 59% of the total budget is an appropriate estimate for the Producers to Markets Alliance (PMA) Activity Fund for programmatic subcontracting activities and Grants under Contract (GUCs).

L.11. BRANDING IMPLEMENTATION PLAN AND MARKING PLAN

L.11.1. 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.

L.11.2. 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, Attachment J.5, Branding Implementation Plan and Marking Plan.

[END OF SECTION L]

SECTION M - EVALUATION FACTORS FOR AWARD**M.1. METHOD OF EVALUATION**

Proposals received in response to this RFP will be evaluated by a USAID Evaluation Committee pursuant to AIDAR 715.3. This evaluation will be performed in accordance with the factors stated in this Section (Section M) of the RFP, and the Source Selection Official (SSO) - after consultation with the evaluation committee and other advisors - will award to the responsible Offeror(s) whose proposal(s) represents the "Best Value" to the Government. In accordance with FAR 15.101, the Government may use one of two Best Value approaches, Tradeoff or Lowest Price Technically Acceptable. The SSA has determined that the Technical Tradeoff methodology is most appropriate for this acquisition. 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 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.2. 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 significantly more important than Cost. However, as Technical scores become closer, Cost increases in importance.

FACTOR 1 - TECHNICAL IMPLEMENTATION

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 1. Technical Approach

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

- a) The offeror's technical quality and realistic strategy to achieve the expected results and deliverables described in the Statement of Work for each component of the activity, as well as the practicality and effectiveness of the proposed list of indicators to measure and monitor the results of Components 1, 2, and 3 of the activity over the five-year period (maximum ten indicators) and compliance with environmental guidelines.
- b) The rationale for the key priority value-chain sectors selected.
- c) The rationale behind the utilization of the Activity Fund to leverage and mobilize resources to provide market access, technical assistance, agricultural extension services, technology transfer, inclusive business models and service infrastructure investments in the targeted geographic areas.
- d) The evaluation will examine how the practical responses put forward in the case study reflect the analytical process behind the offeror's

proposed approach for one specific value chain in a particular geography, the type of relationships envisioned between small farmers and other stakeholders in the value chain, the process for small farmers to increase sales (domestic and exports), the processes envisioned to increase yields and production that respond to market opportunities, and how the activity will support the implementation of infrastructure that will be useful to successfully implement business deals.

- e) The offeror's quality and realistic approach to integrate ethnic minorities (indigenous and Afro Colombians), women and youth within the technical approach of all components of the activity.

Sub-factor 2: Strategic Partnerships and Leverage

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

- a) The realism, quality, credibility, and scale of the offeror's rationale for the strategic partnerships proposed in order to leverage market access, inclusive business models, technical assistance, technology transfer, financial resources, and infrastructure investment.
- b) The compelling business interest for each partner of the proposed partnerships. How the partnerships contribute to a sustainable volume increase in the selected value chains and an increase in exports and sales.
- c) How the proposed roles for local, regional and/or international partners/allies within PMA increase the likelihood of an intervention that is sustainable after the activity concludes.
- d) Steps the offeror will take to engage GOC's public sector officials in Public Private Partnerships after Contract award and the rationale behind the institutions prioritized by the contractor.

Sub-factor 3. Management Plan, Staffing Plan and Key Personnel

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

- a) The qualifications and relevant work experience of proposed Key Personnel as described in Section F. 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 activity and on their success in managing similar activities and tasks, as well as on their experience with the unique development context in rural Colombia.
- b) The responsiveness, realism and efficiency of the proposed staffing plan relative to the activity components, including appropriateness of the proposed technical positions to the Statement of Work and the offeror's approach, and representation by Colombian professionals in key positions. 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.
- c) The team's (key personnel and other proposed staff) demonstrated ability to: connect producers with markets to increase export sales (and the relationships with national and international buyers that will make it possible to significantly increase export sales in value and volume); identify and resolve issues to raise production and fortify the agricultural value chains to significantly increase farm-gate sales in value and volume; unite public and private sector stakeholders to fund and complete improvements in rural infrastructure that facilitate

trade and improve competitiveness (the type, number, and impact of the actual infrastructure improvements); and to engage, build and manage relationships and alliances with the private sector to create public-private partnerships (PPPs) and achieve concrete results.

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 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, as well as 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.

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

- The offeror lacks relevant performance history,
- Information on performance is not available, or
- 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.

COST ANALYSIS/ COST REALISM ANALYSIS

- a) 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 assessment will be made of the offeror's capability to accomplish the contract objectives within the estimated cost proposed.
- b) Cost Realism: Cost realism is the degree to which all costs for the total contract reflect the proposed approach to achieving the technical objectives. The cost proposal will be used as an aid to determine the offeror's understanding of Technical Requirements.

M.3. SOURCE SELECTION

(a) The overall evaluation methodology set forth above will be used by the Contracting Officer as a guide in determining which proposal(s) offer the best value to the U.S. Government. In accordance with FAR 52.215-1, and as set forth in Section L of this solicitation, award will be made by the Contracting Officer to the responsible Offeror(s) whose proposal(s) represents the best value to the U.S. Government after evaluation in accordance with all factors in the solicitation.

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

M.4. DETERMINATION OF COMPETITIVE RANGE

(a) The competitive range of Offerors with whom negotiations will be conducted (if necessary) will be determined by the Contracting Officer pursuant to FAR 15.306(c) (1). A competitive range determination (if necessary) may take place at any point in the evaluation process.

(b) Offerors are advised that, in accordance with FAR 52.215-1, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.5. CONTRACTING WITH SMALL BUSINESS CONCERNS

USAID encourages maximum participation of small businesses, veteran-owned small businesses, women-owned small businesses, small disadvantaged businesses, and HUB Zone small businesses. Accordingly, every reasonable effort will be made to identify and make use of such organizations. If, after evaluating all offers, USAID concludes that two or more offers are in effect equally eligible to be selected for the award, then the offer that provides the greater, most varied, and most realistic use of all the categories of small business concerns will be determined to be the best value offer and will be selected for award.

[END OF SECTION M]

ATTACHMENTS AND OTHER DOCUMENTS

Placeholder for attachments 1-8