



United States Agency for International Development (USAID)

SUBJECT: Request for Quote (RFQ) for Mission Environmental Advisor

ISSUE DATE: October 23, 2015

QUESTION DUE DATE: October 27, 2015 at 17:00 (local time – Kosovo)

SUBMISSION DUE DATE: November 10, 2015 at 17:00 (local time – Kosovo)

REFERENCE: SOL-167-15-000025

The United States Agency for International Development (USAID) is seeking quotes from qualified local consultancy firms or individuals for a Firm Fixed Price (FFP) Purchase Order to fund the activity entitled “Mission Environmental Advisor”. This form of acquisition instrument requires the contractor to provide deliverables as described in the Statement of Work (SOW). The purpose of the Scope of Work is to obtain an Environmental Advisor to assist USAID/Kosovo’s technical offices, the Economic Growth Office (EGO), and the Democracy and Governance Office (DGO) in providing environmental technical guidance on Mission programs and activities.

Issuance of this RFQ does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for costs incurred in the preparation and/or submission of a quote. The authority for this RFQ is found in the Foreign Assistance Act of 1961, as amended.

Eligible Offerors interested in submitting a quote are encouraged to read this RFQ thoroughly to understand the requirements in the SOW, Application Process and Evaluation Criteria. The selected Offerors will be responsible for ensuring achievement of tasks and deliverables listed in the SOW. Full Request for Quote (RFQ) and supporting documents are posted at the USAID webpage:

<http://www.usaid.gov/Kosovo/newsroom/key-documents>.

Thank you for your interest. USAID looks forward to submission of your quote.

In order to submit a full proposal, organizations must have a current registration in System for Award Management (SAM). If an organization is currently not registered in SAM, offerors are advised to immediately start the registration process following the guidance for registration in SAM (see ANNEX 4).

Please provide your proposal and required information by e-mail to the USAID/Pristina mailbox at fradoniqi@usaid.gov, and Joseph Sidari at jsidari@usaid.gov. If you have any questions, please do not hesitate to contact Fiolla Radoniqi at fradoniqi@usaid.gov.

Sincerely,

Joseph Sidari
Executive Officer

ANNEX 1: Statement of Work (SOW);
ANNEX 2: Instructions to Offerors and Evaluation Criteria;
ANNEX 3: Branding and Marking
ANNEX 4: Contract Provision and Clauses;
ANNEX 5: Guidance for registration in System for Award Management (SAM)

ANNEX 1

STATEMENT OF WORK USAID/KOSOVO ENVIRONMENTAL ADVISOR

I. INTRODUCTION

The purpose of this statement of work is to set forth the responsibilities of an Environmental Advisor, who will assist USAID/Kosovo's technical offices, the Economic Growth Office (EGO), and the Democracy and Governance Office (DGO) in providing environmental technical guidance on Mission programs and activities.

II. BACKGROUND

Environmental sustainability is integral to USAID/Kosovo's development goals and all activities are evaluated to ensure they have no significant environmental impact, to avoid inadvertent harm to the people USAID is trying to assist and to prevent wasting taxpayer dollars. To meet this goal, USAID incorporates environmental considerations into results-based planning, assessing, and learning. USAID/Kosovo ensures that environmental reviews are included in the design and implementation of its programs and activities, and that sufficient resources are provided for this purpose as outlined under activity planning. Resources are not committed to programs or activities before the Initial Environmental Examination (IEE) is completed by the Activity Manager and Mission Environmental Officer (MEO), and are approved in writing by the Bureau Environmental Officer (BEO). Findings are then incorporated into the design and budget for the activity by the Teams, Activity Managers, and CORs/AORs.

USAID uses five categories to classify the environmental impact of activities. Most activities fall under the classification of Negative Determination with Conditions, which means that while the activity has no significant environmental impact, certain precautions must be taken to ensure proper environmental monitoring and mitigation plans are in place.

Currently, USAID/Kosovo has eight activities classified by the BEO as having a Negative Determination with Conditions and each of the eight activities must be monitored on a regular basis to ensure the activities are in compliance with USAID rules and regulations. The eight activities are: the Development Credit Authorities (DCAs), Empower Private Sector, Empower North, Agricultural Growth and Rural Opportunities (AGRO), Energy Sector Project, Advancing Kosovo Together Prime (AKT-US), and Advancing Kosovo Together Local Solutions (AKT-LS). For each of these activities, activity managers and implementing partners use environmental reports and Site-Specific Environmental Monitoring Reports (SSECP) to identify and mitigate potential environmental impacts.

USAID/Kosovo has a Mission Environmental Officer (MEO) who is responsible for advising Activity Managers and COR/AORs on how best to comply with 22 CFR 216 (USAID environmental procedures) requirements, how to effectively monitor the implementation of approved environmental mitigation measures as well as advising what additional environmental services are needed by the Mission. The MEO is also a part of the Mission Environmental Working Group (EWG). The EWG serves as a mechanism to conduct peer reviews and monitor environmental compliance, build host country capacity, and share and discuss best practices.

III. STATEMENT OF WORK

The Environmental Advisor shall provide technical support and give guidance to all Mission programs, projects, and activities which have an environmental impact. Specifically, the Environmental Advisor will primarily give advice to the two technical offices, the Economic Growth Office (EGO) and the Democracy and Governance Office (DGO), to CORs/AORs and the Environmental Working Group by providing comments on any potential environmental impacts in connection with USAID/Kosovo programs and activities. This includes energy sector projects, agricultural activities, private sector activities and small scale community infrastructure projects. S/he monitors all activities that may have an environmental impact to ensure they are in compliance with USAID rules and regulations. S/he also prepares and reviews environmental reports, assessments, and statements as required by the Mission.

The Environmental Advisor shall review USAID environment-related documents (including Environmental Review (ER) checklists or any Environmental Assessment (EA) reports), be an active member of the EWG, visit USAID/Kosovo project sites when needed, identify possible environmental concerns, provide advice on environmental mitigation measures, recommend environmental best practices, and give advice on the environmental laws of Kosovo.

As directed by the Mission, s/he will visit USAID projects and activities in Kosovo to monitor their environmental impact and provide written and oral recommendations on activities. S/he will draft and review environmental analyses, assessments, reviews, and scopes of work as required by the Mission's technical offices. The Environmental Advisor shall provide professional comments on environmental documentation, monitor compliance with environmental regulations, and suggest mitigation measures.

DUTIES AND RESPONSIBILITIES

The Environmental Advisor will provide coverage and services throughout Kosovo and will be directed by Mission MEO to conduct site visits and prepare reports. The MEO will provide oversight of the Environmental Advisor to ensure that environmental compliance issues are addressed in compliance with USAID rules and regulations. The proposed assignment would fulfill the need of the Mission to provide urgent technical assistance/guidance of USAID activities and to be a third party monitor of USAID activities. Based on the environmental technical requirements for activities under review the Environmental Advisor will consult with Kosovo institutions, other long-term municipal advisers, donors, interested stakeholders and other USAID staff and program representatives (as advised by USAID), while closely coordinating his/her activities with the MEO.

TASKS AND DELIVERABLES

A. The Environmental Advisor shall complete the following tasks:

- Task 1:** Provide USAID/Kosovo with environmental technical assistance on USAID projects activities as directed and make recommendations to the technical offices (EGO/DGO) and CORs/AORs. Technical support includes advising on environmental compliance issues, drafting environmental reports, and advising technical offices on taking corrective mitigation actions to ensure that activities are in compliance with USAID regulations and laws of Kosovo.
- Task 2:** At the direction of the Mission Environmental Officer (MEO), the Mission technical offices (EGO/DGO) and CORs/AORs, the Environmental Advisor shall conduct field visits to assess activities, especially on energy, agriculture, private sector and small scale community infrastructure activities and all activities having a Negative Determination with Condition, and file site reports on the visits.
- Task 3:** The Environmental Advisor will participate in reviews and comment on written environmental reports as well as other relevant USAID Mission related environmental documents.
- Task 4:** At the direction of with the MEO, the EGO/DGO technical offices, CORs/AORs, the EWG, and in cooperation with implementing partners, the Environmental Advisor will provide, if needed, a cost analyses and recommendations on how to incorporate environmental mitigating measures in activities.
- Task 5:** The Environmental Advisor shall participate in meetings with the MEO and other Mission team members when requested.
- Task 6:** Assist the MEO as needed to fulfill Mission environmental requirements.

The main deliverables of the Environmental Advisor will include:

Deliverable One: Assessment and proposed technical assistance plan covering all six tasks (3-5 Pages)

Within one week of starting the Environmental Advisor will submit a work plan covering each of the above six tasks, including timeframes.

Deliverable Two: The Environmental Advisor will provide a weekly (1-2 pages) report to the MEO, if s/he worked on one of the six tasks, and will submit a once a month Mission Environmental Report (5-10 pages) covering any and all tasks completed.

This report shall include the number of completed actions on each task and any additional support related to these tasks. In addition, this report shall include support provided to the

Mission, MEO, the EGO/DGO technical offices, CORs/AORs, the EWG and implementing partners during each period.

Each report should contain review comments for each Environmental Report (ER) that was reviewed during that month, the narrative for the overall number of ERs reviewed, site visit descriptions, and reporting from the site visits.

Invoices shall be submitted by the end of each month based on the total number of hours worked.

Deliverable Three: Completed Final Report covering all six tasks for MEO review and approval.

At the end of the contract, the Advisor shall provide a final report containing information and analysis about USAID/Kosovo's overall portfolio related to environmental issues, including findings and recommendations.

IV. QUALIFICATIONS REQUIREMENT

The Environmental Advisor must have at least five (5) years' experience in identifying and advising on environmental issues, monitoring projects, policy guidance and reporting. The Environmental Advisor must have a proven record of working in multi-cultural setting, and possess the ability to maintain collaborative relations with various stakeholders.

The Environmental Advisor requested under this Statement of Work should have excellent written and oral communications skills in English and Albanian and a working knowledge of Serbian. S/he should have exceptional organizational and analytical abilities, as well as experience in conducting similar analyses and working with local implementing partners. The candidate must have a combination of education and experience equivalent to a Master's Degree in any technical environmental field. The candidate must have a working knowledge of United States Government (USG) Environmental policies and USAID Reg. 216 Environmental Compliance regulations.

LOGISTICS

- A. Duty Post and Period Performance: The performance for this Statement of Work will begin on/about January 01, 2016, for a period of twelve (12) months and must be able to travel throughout Kosovo, including municipalities in Northern Kosovo. The candidate must have access to a vehicle or other means to travel around the country to monitor projects accordingly.
 - B. Accommodation will be the responsibility of the Advisor and within the funding parameters of the assignment. The Environmental Advisor will provide his/her own laptop, telecommunications and other office supplies.
 - C. All administrative, benefits and travel arrangements and logistical support are the responsibility of the Environmental Advisor.
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ANNEX 2

INSTRUCTIONS TO OFFERORS AND EVALUATION CRITERIA

I. INSTRUCTIONS TO OFFERORS

Interested candidates should submit the following documentation as part of the quotations:

Technical Proposal:

1. Expression of interest, outlining the candidate's capability to provide the requested deliverables as a municipal advisor as well as his/her experience in conducting similar services.
2. A letter of commitment, confirming availability during the period of performance.
3. Curriculum Vitae.
4. Proposed work plan for accomplishing the work; and

Cost Proposal:

1. Detailed budget, outlining all costs, associated with the work described above.
2. Budget notes, explaining your assumptions.
3. Biographical Data Sheet (Form AID 1420 -17 - attached) must be submitted and contain verified salary history for the previous three years. The USAID Contractor Salary Threshold (CST) sets a maximum rate on salaries under contracts. Bio data forms must be signed by both the individual proposed and the employer.
4. Certifications and Representations, provided in Attachment.

II. EVALUATION CRITERIA

The following criteria will be used during the review of quotations:

1. Experience and qualifications (60 points):

- a. Education: A Master's Degree or the host-country equivalent formal education in an environmental field is required;
- b. At least ten years of professional experience in environmental support;
- c. Experience in conducting similar advisory services in Kosovo;
- d. An optimal mix of professional expertise in: local governance support, conflict mitigation and management, minority issues, political and development context analysis;
- e. Fluency in English is a requirement.

2. Proposed Work Plan (20 points):

- a. Suitability of work plan to outlined tasks and deliverables.
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3. Proposed Budget (20 points):

- a. Reasonableness, acceptability and appropriateness of the proposed budget.

ANNEX 3

BRANDING AND MARKING

I. MARKING

AIDAR 752.7009, “Marking,” (JAN 1993) provides:

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

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

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

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

II. BRANDING STRATEGY

The Offeror shall comply with the requirements of the USAID branding policies available at: www.usaid.gov/branding and appropriately mark all deliverables and public communications with the USAID identity.

Note: USAID receives “exclusive branding and marking” for the work conducted under all acquisition awards. This means that the foreign assistance delivered is clearly credited to the American people. It also means that competing logos or identities, such as the contractor’s, are excluded unless otherwise indicated in the award (contract).

Activity name: Transparency and Accountability in Managing Public Resources in Kosovo Assessment

Positioning: The activity should be seen by the target market to:

- Provide an update on the state of the transparency and accountability issues related to the managing of the public resources in Kosovo and identify recommended interventions for USAID assistance at the municipal level with a purpose to promote good governance, anti-corruption and ethical conduct practices through increased use and better integration of mechanisms for transparency and accountability;
- Provide insight on what political and/or other developments would enhance or diminish programmatic recommendations and that would strengthen USAID engagement with partnering entities (i.e. mainly local level governments);
- Provide an update on the state of sector in respect to GoK plans/strategies and identify previous, existing and future planned activities, funded by donors in the area of transparency, accountability, and anti-corruption and identify possibilities for building on other activities in budget transparency and procurement integrity and
- Identify types of the technical assistance to fill perceived gaps and increase oversight capacities to combat corruption by increasing transparency and accountability within partnering government entities (especially at the local level government), independent agencies and civic groups.

Desired level of visibility:

All publications, public materials and documents, public communication, media releases, press conferences and public events should incorporate the USAID identity. Approval by the USAID Mission Development Outreach and Communication Officer to be obtained through COR should be received before using any materials which incorporate the USAID identity. USAID contractors and sub-contractors do not use their corporate identities or logos unless otherwise indicated in the award (contract).

Limitations: USAID places limitations on the release of sensitive or confidential information in the materials produced in performing the contract. The contractor should consult through the COR with the Contracting Officer and the Regional Legal Advisor or Office of the General Counsel.

The Branding Implementation Plan shall describe how the assessment will be promoted to beneficiaries. It shall outline the events (e.g. public communication, publications, press conferences, project launch, disseminating reports, site visits, etc.) and materials (e.g. public materials and documents, success stories, Public Service Announcements, evaluations, web sites, etc.). The offeror shall organize and assist USAID in delivering the message that the assistance is from the American people. In addition, the Branding Implementation Plan shall define activity/project documents and materials (e.g. reports, analyses, recommendations, option studies, etc) that may contain information or data of a politically sensitive nature and are not suitable for dissemination with USAID branding and marking.

The Marking Plan enumerates the public communications, commodities and program materials and other items that visibly bear or will be marked with the USAID identity (e.g., program sites, evaluations and reports, events, and commodities). It will include a table specifying the expected program deliverables to be produced under this contract and whether they will be marked or not.

The Marking Plan is where requests for exceptions to marking and branding requirements can be made.

3. BRANDING AND MARKING POLICY

In accordance with provision D.2 above, and where applicable, the Contractor shall comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 “Branding and Marking in USAID Direct Contracting” (version from January 8, 2007) at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID “Graphic Standards Manual” available at www.usaid.gov/branding, or any successor branding policy.

ANNEX 4
CONTACT PROVISIONS AND CLAUSES

752.202-1 Definitions. (JAN 1990)

- (a) *USAID* shall mean the U.S. Agency for International Development.
 - (b) *Administrator* shall mean the Administrator or the Deputy Administrator of USAID.
 - (c) When this contract is with an educational institution *Campus Coordinator* shall mean the representative of the Contractor at the Contractor's home institution, who shall be responsible for coordinating the activities carried out under the contract.
 - (d) When this contract is with an educational institution *Campus Personnel* shall mean representatives of the Contractor performing services under the contract at the Contractor's home institution and shall include the Campus Coordinator.
 - (e) *Consultant* shall mean any especially well qualified person who is engaged, on a temporary or intermittent basis to advise the Contractor and who is not an officer or employee of the Contractor who performs other duties for the Contractor.
 - (f) *Contractor employee* shall mean an employee of the Contractor assigned to work under this contract.
 - (g) *Cooperating Country or Countries* shall mean the foreign country or countries in or for which services are to be rendered hereunder.
 - (h) *Cooperating Government* shall mean the government of the Cooperating Country.
 - (i) *Federal Acquisition Regulations (FAR)*, when referred to herein shall include U.S. Agency for International Development Acquisition Regulations (AIDAR).
 - (j) *Government* shall mean the United States Government.
 - (k) *Mission* shall mean the United States AID Mission to, or principal USAID office in, the Cooperating Country.
 - (l) *Mission Director* shall mean the principal officer in the Mission in the Cooperating Country, or his/her designated representative.
- (c) Alternate 71. For use in USAID contracts with an educational institution for participant training. Use in addition to the clauses in (48 CFR) FAR 52.202-1 and in 752.202-1(b) of this chapter.
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USAID DEFINITIONS CLAUSE - SUPPLEMENT FOR USAID CONTRACTS INVOLVING PERFORMANCE OVERSEAS (JUN 2009)

(a) *Contractor's Chief of Party* shall mean the representative of the Contractor in the Cooperating Country who shall be responsible for supervision of the performance of all duties undertaken by the Contractor in the Cooperating Country.

(b) *Cooperating Country National (CCN) employee* means an individual who meets the citizenship requirements of the CCN definition in (48 CFR) AIDAR 702.170 and is hired while residing outside the United States for work in a cooperating country.

(c) *Dependents* shall mean:

(1) Spouse;

(2) Children (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self support.

(3) Parents (including step and legally adoptive parents), of the employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support; and

(4) Sisters and brothers (including step or adoptive sisters or brothers) of the employee, or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age, or regardless of age, are incapable of self support.

(d) *Local currency* shall mean the currency of the Cooperating Country.

(e) *Regular employee* shall mean a Contractor employee appointed to serve one year or more in the Cooperating Country.

(f) *Short-term employee* shall mean a Contractor employee appointed to serve less than one year in the Cooperating Country.

(g) *Third Country National (TCN) employee* means an individual who meets the citizenship requirements of the TCN definition in (48 CFR) AIDAR 702.170 and is hired while residing outside the United States for work in a Cooperating Country.

752.211-70 Language and measurement. (JUN 1992)

(a) The English language shall be used in all written communications between the parties under this contract with respect to services to be rendered and with respect to all documents prepared by the contractor except as otherwise provided in the contract or as authorized by the contracting officer.

(b) Wherever measurements are required or authorized, they shall be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by USAID in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

752.245-70 Government property - USAID reporting requirements. (JUL 1997)

In response to a GAO audit recommendation, USAID contracts, except for those for commercial items, must contain the following preface and reporting requirement as additions to the appropriate Government Property clause prescribed by (48 CFR) FAR 45.107.

Preface: to be inserted preceding the text of the FAR clause.

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 become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.

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

A. Value of property as of last report.

B. Transactions during this reporting period.

1. Acquisitions (add):.

- a. Purchased by contractor (1).
- b. Transferred from USAID (2).
- c. Transferred from others, without reimbursement (3).

2. Disposals (deduct):.

- a. Returned to USAID
- b. Transferred to USAID-contractor purchased
- c. Transferred to other Government agencies (3).
- d. Other disposals (3).

C. Value of property as of reporting date.

D. Estimated average age of contractor held property.

Years Years Years Years

(1) Property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.

(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

752.7006 Notices. (APR 1984)

Any notice given by any of the parties hereunder shall be sufficient only if in writing and delivered in person or sent by telegraph, cable, or registered or regular mail as follows:

To USAID: Administrator, U.S. Agency for International Development, Washington, DC 20523-0061. Attention: Contracting Officer (the name of the cognizant contracting officer with a copy to the appropriate Mission Director).

To Contractor: At Contractor's address shown on the cover page of this contract, or to such other address as either of such parties shall designate by notice given as herein required. Notices hereunder shall be effective when delivered in accordance with this clause or on the effective date of the notice, whichever is later.

752.7008 Use of Government Facilities or Personnel. (APR 1984)

(a) The Contractor and any employee or consultant of the Contractor is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services specified in the contract, unless the use of Government facilities or personnel is specifically authorized in the contract, or is authorized in advance, in writing, by the contracting officer.

(b) If at any time it is determined that the Contractor, or any of its employees or consultants have used U.S. Government facilities or personnel without authorization either in the contract itself, or in advance, in writing, by the contracting officer, then the amount payable under the contract shall be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the Contractor, as determined by the contracting officer.

(c) If the parties fail to agree on an adjustment made pursuant to this clause, it shall be considered a dispute, and shall be dealt with under the terms of the clause of this contract entitled "Disputes".

752.7025 Approvals. (APR 1984)

All approvals required to be given under the contract by the contracting officer or the Mission Director shall be in writing and, except when extraordinary circumstances make it impracticable, shall be requested by the Contractor sufficiently in advance of the contemplated action to permit approval, disapproval or other disposition prior to that action. If, because of existing conditions, it is impossible to obtain prior written approval, the approving official may, at his discretion, ratify the action after the fact.

752.7003 Documentation for payment. (NOV 1998)

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

dollar expenditures made during the period covered.

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

TOTAL EXPENDITURES

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

Line item 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

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

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

BY: []

TITLE: []

DATE: []

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

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars

or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

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

752.204-2 Security Requirements. (FEB 1999)

Pursuant to the Foreign Affairs Manual, 12 FAM 540

(<http://www.state.gov/documents/organization/88404.pdf>), USAID applies the safeguards applicable to "Confidential" information to administratively controlled information designated as "Sensitive But Unclassified". Therefore, when the clause in (48 CFR) FAR 52.204-2 is used in USAID contracts, pursuant to 704.404(a), paragraph (a) of the clause is revised as follows:

(a) This clause applies to the extent that this contract involves access to classified ('Confidential', 'Secret', or 'Top Secret'), or administratively controlled ('Sensitive but Unclassified') information.

752.209-71 Organizational conflicts of interest discovered after award. (JUN 1993)

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

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

(End of clause)

752.231-71 Salary supplements for Host Government employees. (MAR 2015)

(a) Salary supplements are payments made that augment an employee's base salary or premiums, overtime, extra payments, incentive payment and allowances for which the HG employee would qualify under HG rules or practice for the performance of his/hers regular duties or work performed during his/hers regular office hours. Per diem, invitational travel, honoraria and payment for work carried out outside of normal working hours are not considered to be salary supplements.

(b) Salary supplements to HG Employees are not allowable without the written approval of the contracting officer.

(c) The Contractor must insert a clause containing all the terms of this clause, including the requirement to obtain the written approval of the contracting officer for all salary supplements, in all subcontracts under this contract that may entail HG employee salary supplements.

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;
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- (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.

752.7035 Public notices. (DEC 1991)

It is USAID's policy to inform the public as fully as possible of its programs and activities. The contractor is encouraged to give public notice of the receipt of this contract and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows: "The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide." The contractor may call on USAID's Legislative and Public Affairs (LPA) for advice regarding public Notices. The contractor is requested to provide copies of notices or announcements to the Contracting officer's representative and to USAID's Legislative and Public Affairs (LPA) as far in advance of release as possible.

(End of clause)

752.228-7 Insurance - liability to third persons. (JUL 1997)

The following paragraph is added to the clause specified in (48 CFR) FAR 52.228-7:

() Insurance on private automobiles. If the Contractor or any of its employees or their dependents transport or cause to be transported (whether or not at contract expense) privately owned automobiles to the Cooperating Country, or they or any of them purchase an automobile within the Cooperating Country, the Contractor agrees to make certain that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable company providing the following minimum coverage or such other minimum coverage as may be set by the Mission Director, payable in United States dollars or its equivalent in the currency of the Cooperating Country: injury to persons, \$10,000/\$20,000; property damage, \$5,000. The premium costs for such insurance shall not be a reimbursable cost under this contract. Copies of such insurance policies shall be preserved and made available as part of the Contractor's records which are required to be preserved and made available by the "Audit and Records - Negotiation" clause of this contract.

752.229-70 Federal, state and local taxes.

For contracts involving performance overseas the clauses prescribed in (48 CFR) FAR 29.401-3

or 29.401-4 may be modified to specify that the taxes referred to are United States taxes.

752.7010 Conversion of U.S. Dollars to Local Currency. (APR 1984)

Upon arrival in the Cooperating Country, and from time to time as appropriate, the Contractor's Chief of Party shall consult with the Mission Director who shall provide, in writing, the procedure the Contractor and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of said currency through the cognizant U.S. Disbursing Officer or Mission Controller, as appropriate.

752.7013 Contractor-Mission Relationships. (OCT 1989)

(a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility, which this entails.

(b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, he/she is responsible for the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the contract, it shall be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party shall keep the Mission Director currently informed of the progress of the work under the contract.

(c) In the event the conduct of any Contractor employee is not in accordance with the preceding paragraphs, the contractor's Chief of Party shall consult with the Mission Director and the employee involved and shall recommend to the Contractor a course of action with regard to such employee.

(d) The parties recognize the right of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this contract of any third country national or cooperating country national when, at the discretion of the Ambassador, the interests of the United States so require. Under these circumstances termination of an employee and replacement by an acceptable substitute shall be at no cost to USAID.

(e) If it is determined that the services of such employee shall be terminated, the Contractor shall use its best efforts to cause the return of such employee to the United States or point of origin as appropriate.

(The following paragraph (f) is applicable if the contract is with an educational institution:)

(f) It is understood by the parties that the Contractor's responsibilities shall not be restrictive of academic freedom. Notwithstanding these academic freedoms, the

Contractor's employees, while in the Cooperating Country, are expected to show respect for its conventions, customs, and institutions, to abide by applicable laws and regulations, and not to interfere in its internal political affairs.

752.7009 Marking. (JAN 1993)

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

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

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

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

752.245-71 Title to and Care of Property. (APR 1984)

(a) Title to all non-expendable property purchased with contract funds under this contract and used in the Cooperating Country, shall at all times be in the name of the Cooperating Government, or such public or private agency as the Cooperating Government may designate, unless title to specified types or classes of non-expendable property is reserved to USAID under provisions set forth in the schedule of this contract; but all such property shall be under the custody and control of Contractor until the owner of title directs otherwise, or completion of work under this contract or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guaranties and warranties obtained from suppliers shall be taken in the name of the title owner. (Non-expendable property is property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of \$500 or more.)

(b) Contractor shall prepare and establish a program, to be approved by the Mission, for the receipt, use, maintenance, protection, custody, and care of non-expendable property for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program.

(c)(1) For non-expendable property to which title is reserved to the U.S. Government under provisions set forth in the schedule of this contract, Contractor shall submit an annual report on all non-expendable property under its custody as required in the clause of this contract entitled "Government Property".

(2) For non-expendable property titled to the Cooperating Government, the Contractor shall, within 90 days after completion of this contract, or at such other date as may be fixed by the contracting officer, submit an inventory schedule covering all items of non-expendable property under its custody, which have not been consumed in the performance of this contract. The Contractor shall also indicate what disposition has been made of such property.

752.7032 International Travel Approval and Notification Requirements (APR 2014)

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

52.202-1 Definitions. (NOV 2013)

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)

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)

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)

52.226-6 Promoting excess food donation to nonprofit organizations. (MAY 2014)

52.232-1 Payments. (APR 1984)

52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)

52.233-3 Protest after Award. (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

52.244-6 Subcontracts for Commercial Items. (APR 2015)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (DEC 2012)

ANNEX 5

SYSTEM FOR AWARD MANAGEMENT (SAM)

What is SAM and DUNS?

Before being able to bid on government proposals, entities need to obtain a Dun & Bradstreet, or D-U-N-S, Number, a unique nine-digit identification number for each physical location of their business. D-U-N-S Number, or simply DUNS, assignment is free for all businesses required to register with the federal government for contracts or grants. A DUNS number is required prior to registration in the System for Award Management (SAM).

The System for Award Management (SAM), accessible at www.SAM.gov, is the single federal website where users (contracting officials, contractors, grant seekers, grantees, and the public) can access 9 separate websites/databases that aid in the management of federal procurements from start to finish. The goal of SAM is to eliminate redundancies and streamline these processes.

Guidance for registration in System for Award Management (SAM) may be accessed at:

<http://usaidlearninglab.org/library/doing-business-usaid-duns-and-sam-systems-101>
