



USAID | AFGHANISTAN

FROM THE AMERICAN PEOPLE

Request For Proposal (RFP) Number: SOL-306-15-000030
Issuance Date: March 2, 2015
Questions Due Date: March 5, 2015 4:30 P.M. Local (Kabul time)
Closing Date: March 12, 2015 11:30 P.M. Local (Kabul time)

SUBJECT: RFP for RADP-South Management Review

Dear Prospective Offeror:

The United States Government, represented by the U.S. Agency for International Development (USAID)/Afghanistan, Office of Acquisition and Assistance, requests a proposal to provide professional services to conduct a Management Review for RADP-South consistent with the requirements described in Section B of this solicitation.

It is anticipated that a Firm-Fixed-Price contract will be awarded as a result of this solicitation. As set forth in FAR Part 12, Acquisition of Commercial Items, s supplemented with additional information included in this notice. The RFP contains clauses incorporated by reference. The full text of the FAR clauses is available on the internet at <http://www.arnet.gov/far/>. The full text of the Agency for International Development Regulation (AIDAR) clauses is available at <http://www.usaid.gov>.

This request for proposal in no way obligates the United States Agency for International Development (USAID) to award a contract, nor does it commit USAID to pay any costs incurred in the preparation and submission of proposals.

The competition under this solicitation is limited to local entities in accordance with Section 7077 of Public Law 112-74, as amended by Section 7028 of the Consolidated Appropriation Act 2014 (P.L 113-76) titled "Local Competition Authority." For the purposes of this solicitation, local entity means an individual, a corporation, a nonprofit organization, or another body of persons that--

- (1) is legally organized under the laws of;
 - (2) has as its principal place of business or operations in;
 - (3) is majority owned by individuals who are citizens or lawful permanent residents of; and
 - (4) managed by a governing body the majority of who are citizens or lawful permanent residents of; a country receiving assistance from funds appropriated under title III of this Act.
- (c) For purposes of this section, 'majority owned' and 'managed by' include, without limitation, beneficiary interests and the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the organization's managers or a majority of the organization's governing body by any means."

This solicitation is being issued as a combined synopsis/solicitation for commercial items in accordance with FAR 12.6. Proposals shall address requirements in this request for proposal. Offerors shall submit their offer in accordance with instructions in FAR 52.212-1.

Please submit your technical and cost proposal electronically in response to this RFP no later than the date and time indicated above to Kabul-OAA-OAG-TEAM@state.gov. Proposals received after the closing date and time will be processed as late and handled in accordance with FAR 15.208. Any questions regarding the RFP's requirements, meaning, or interpretation of its contents must be submitted in writing via e-mail Idrees Raheem at Kabul-OAA-OAG-TEAM@state.gov with a subject line of "Questions for SOL-306-15-000030" no later than the date and time indicated above.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Armstrong". The signature is written in a cursive, flowing style.

Jennifer Armstrong
Contracting Officer
Office of Acquisition and Assistance
USAID/Afghanistan

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SECTION A – SOLICITATION /CONTRACT FORM

SOLICITATION/CONTRACT BIDDER/OFFEROR TO COMPLETE BLOCKS 11,13,15,21,22, &27			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15CFR 700)		RATING	PAGE 4 OF 24 PAGES
2. CONTRACT NO.		3.AWARD/EFFECTIVE DATE	4.SOLICITATION NUMBER	5.SOLICITATION TYPE <input type="checkbox"/> SEALED BIDS (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		6.SOLICITATION ISSUE DATE: 03/02/2015
7.ISSUED BY CODE USAID/AFGHANISTAN OFFICE OF ACQUISITION AND ASSISTANCE		AFGHANISTAN				
CALLS 9: (AGENCY USE)		NO COLLECT	8.THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS(WOSB)ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:			
10: ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input type="checkbox"/> SUPPLIES <input type="checkbox"/> SERVICES						
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDER DAYS (60 CALENDER DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE, THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.				12. ADMINISTERED BY CODE USAID Afghanistan 00001		AFGHANISTAN
13. CONTRACTOR OFFEROR		CODE	FACILITY CODE	14. PAYMENT WILL BE MADE BY CODE		
TELEPHONE NO. DUNS NO. <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK:		
15.PROMPT PAYMENT DISCOUNT				16.AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C.2304 <input type="checkbox"/> 41 U.S.C. 253		
17. ITEM NO.	18. SCHEDULE OF SUPPLY AND SERVICES		19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	This Solicitation is for the procurement of professional services to conduct a Management Review for RADP-South contract					
23.ACCOUNTING AND APPROPRIATION DATA				24. TOTAL AWARD AMOUNT (FOR GOVERNMENT USE ONLY)		
25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				26.AWARD OF CONTRACT: YOUR OFFER ON SOLICATION NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
27.SIGNATURE OF OFFEROR/CONTRACTOR			28.UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
NAME AND TITLE OF SIGNER (TYPE OR PRINT)		DATE SIGNED	NAME OF CONTRACTING OFFICER Jennifer Armstrong		DATE SIGNED 03/02/2015	

NO RESPONSE FOR REASONS CHECKED

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

FROM:

TO:
 AFGHANISTAN
 USAID/Afghanistan
 Office of Acquisition and Assistance

AFFIX
 STAMP
 HERE

SOLICITATION NO. SOL-306-15-000030

DATE AND LOCAL TIME _____

SECTION B – CONTRACT SCHEDULE

Regional Agricultural Development Program-South (RADP-S) Management Review

Proposed Personnel: Two (2) Consultants
Duration: 18 days (Field) and 12 days (Home Office)
Period of Performance: On or about April 20, 2015 to May 19, 2015
Contract Type: Firm-Fixed Price
Location: Kabul, Afghanistan
Reports To: RADP-S Contracting Officer's Representative (COR), USAID/Afghanistan

B.1 - BACKGROUND AND PURPOSE

Approximately 80 percent of Afghanistan's residents depend on some form of agricultural activity for their livelihood. While positive developments have been achieved in the agricultural sector over the last decade, productivity levels lag significantly behind neighboring countries and even those historically achieved in Afghanistan. The agricultural sector comprises roughly one-third of the \$17 billion Gross Domestic Product (GDP) of the country. USAID has been contributing to the reconstruction and development of the agricultural sector in Afghanistan since 2002. USAID's programs have supported the capacity building of Ministry of Agriculture, Irrigation and Livestock (MAIL), increased licit agricultural production and processing, and strengthened the viability of agricultural production from farm to market. As transition towards Afghan-led development gains momentum, building the market oriented capacity of Afghan farmers and private sector counterparts, with the strategic support of MAIL, is the path to ensure greater and more inclusive economic growth and sustainability, including women's involvement in agriculture value chains.

USAID awarded a contract to Chemonics International Inc for Regional Agricultural Development Program (RADP) - South, covering Kandahar, Helmand, Zabul and Uruzgan Provinces in the South. The purpose of RADP-S is to improve food and economic security for rural Afghans in target provinces. To accomplish this goal, RADP-S focuses on improving the productivity and profitability of the wheat, high value crops, and livestock value chains while addressing policy, legal and regulatory constraints affecting value chain development. This agricultural development program supports the consolidation of licit economies to fuel sustainable long-term economic growth, including providing alternatives to poppy cultivation.

The implementation approach of RADP-S dovetails with Afghan and U.S. government strategies in its focus on advancing food security, regenerating agribusiness, and increasing agriculture sector jobs and incomes. RADP-S aims to strengthen the capacity of producers, associations, traders, and agribusinesses to respond to market demands; facilitate lasting market linkages between value chain actors; and support an enabling environment that allows the private sector to improve and grow. The program places the Afghan private sector at the forefront of implementation and addresses key crosscutting issues of women's empowerment, agribusiness value chain facilitation, and alternative development in all facets of the program. Embodying USAID's vision for sustainable Afghan-led development, RADP-S lays the foundation for greater and more socially inclusive growth in the agricultural economy.

RADP-S is paving the way to more inclusive and sustainable economic growth for rural Afghans by working with farmers and agribusinesses to overcome obstacles hindering production, processing, sales of commodities, and overall development of agricultural value chains. By October 2018, it is expected that RADP-S will have achieved:

- Increased number of farmers demonstrating higher wheat, high-value crop, and livestock productivity due to improved practices and technology adopted after USAID assistance.
- Improved income generation among farmers by building capacity in improved post-harvest techniques which enable profitable off-season sales.
- Greater participation of women in agricultural value chains by increasing and strengthening women's agribusinesses and organizations.

- Increased the number of firms operating more competitively and profitably due to enhanced quality and volume of agricultural products, and because of new technologies and management practices adopted as a result of USAID support.
- Improved analytical capacity for policy formulation and advocacy among private and public sectors

B.2 - MANAGEMENT REVIEW SCOPE

USAID/Afghanistan seeks an experienced firm/ Management Consultants to conduct a review of the RADP-S Prime Contractor's management of administrative and programmatic responsibilities. This assignment would entail a review of organizational objectives, policies, procedures, structure, control and systems (and adherence to those systems) in order to check the efficiency and/or performance of the Prime Contractor's management of activities/administrative tasks toward the achievement of program results. The management review will result in a report to include a review of findings and recommendations to improve the management and human resources procedures and effectiveness and suitability of controls.

During this period of time, the Management Consultant will:

- Gather and organize information on problems or procedures.
- Analyze data gathered and develop solutions or alternative methods of proceeding.
- Confer with personnel concerned to ensure successful functioning of newly implemented systems or procedures.
- Review forms and reports and confer with management and users about format, distribution, and purpose, and to identify problems and improvements.
- Interview personnel and conduct on-site observation to ascertain unit functions, work performed, and methods, equipment, and personnel used.

At the conclusion of the management review, the Management Consultant will:

Provide a final report that documents their findings and provide recommendations for implementation of new systems, procedures, and/or organizational changes.

B.3 - CONTRACT TYPE

The Government contemplates award of a Firm-fixed Price Contract resulting from this solicitation.

B.4 - SUPERVISION/REPORTING

The responsibilities of the Management Consultant include:

- Developing a work plan prior to arrival to the country and to coordinate the work plan with the RADP-S COR.
- Update RADP-S COR every other day by phone, Skype or in-person.
- Briefing the COR by the end of the first week and at the end of assignment.
- Produce a final report based on USAID standard which should meet all the requirements and has to be approved by the RADP-S COR.

B.5 - WORKWEEK

The consultant is expected to work 8 hrs per day for 6 days per week for the duration of the assignment in accordance with USAID's regulations and policies.

Any questions concerning this SOW may be directed to:

McDonald Homer

USAID/Afghanistan

Phone:1-301-490-1042

Email: MHomer@state.gov

SECTION C - CLAUSES

C.1 - NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

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 these addresses:

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

The following clauses 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" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	NOV 2013
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTION 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
52.204.19	INCORPORATION BY REFERENCE OF REPS & CERTS	DEC 2014
52.213-2	INVOICES	APR 1984
52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR 1984
52.216-25	CONTRACT DIFINITIZATION	OCT 2010
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	MAY 2014
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	MAY 2014
52.222-19	CHILD LABOR –COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-41	SERVICE CONTRACT ACT OF 1965, (AS AMENDED)	MAY 2014
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUNE 2008
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAR 2008
52.225-25	PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN	DEC 2012
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-25	PROMPT PAYMENT	OCT 2008
52.232-29	TERMS AND FINANCING OF PURCHASES OF COMMERCIAL ITEMS	FEB 2002

52.232-30	INSTALLMENT PAYMENT FOR COMMERCIAL ITEMS	OCT 1995
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.233-2	SERVICE OF PROTEST	SEP 2006
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG1996
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1994)	AUG1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	OCT 2014
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

C.2 - AIDAR 48 CFR CHAPTERS 7 CLAUSES:

NUMBER	TITLE	DATE
752.202-1	DEFINITIONS	
752.204-2	SECURITY REQUIREMENTS	
752.204-70	PARTNER VETTING PRE-AWARD REQUIREMENTS	FEB 2012
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST	JUN 1993
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.7006	NOTICES	APR 1984
752.7025	APPROVALS	APR 1984
752.7035.1	PUBLIC NOTICES	DEC 1991

C.3 - FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) FULL TEXT CLAUSES:

A. FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 2014)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet ([SF 1449](#)). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3](#)(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required

representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 11:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.*

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<https://assist.dla.mil/online/start/>).
- (ii) Quick Search (<http://quicksearch.dla.mil/>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

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

{End of Clauses}

B. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (DEC 2014)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the

applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
 - (3) The clause at [52.212-5](#).
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The [Standard Form 1449](#).
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

{End of Clause}

C.4 - 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 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.

{End of Provision}

C.5 - SUB-AWARD REQUIREMENTS (MARCH 2012):

(a) **Applicability:** This section limits the number of tiers of sub-awards to two tiers below the awardee for all Contracts and Cooperative Agreements. The awardee must not allow lower-tier sub-awards without the express written approval of the Contracting/Agreement Officer.

(b) **Definitions:** The term "award" in this clause refers to either the direct contract between USAID and the prime contractor or a direct Cooperative Agreement between USAID and the recipient. A "first-tier sub-award" is a direct award between the awardee and a sub-awardee (the "first-tier sub-awardee"). A "second-tier sub-award" is a direct award between the first-tier sub-awardee and its sub-awardee (the "second-tier sub-awardee").

(c) USAID's objective is to promote, to the extent practicable, competitive, transparent and appropriate local sub-awards with legitimate and competent sub-awardees. Awardee will ensure that all sub-awardees at any tier are actively engaged in the performance of sub-awarded work. Awardee will ensure that sub-awardees do not engage in "brokering" or "flipping" their sub-awards under this award and that all sub-awardees at any tier self-perform appropriate portions of the work. "Brokering" or "flipping" is the practice of a sub-awardee receiving a sub-award and either selling such sub-award or not performing a significant percentage of the work with the sub-awardee's own organization.

(d) Should exceptional circumstances warrant sub-awards below two tiers, the Awardee will promptly request approval in writing from the Contracting/Agreement Officer, which for contracts may be done in conjunction with a request under FAR 44, provided that the additional information set forth in paragraph (e) below is also provided.

(e) Awardee's written request for approval to allow sub-awardees below the second tier will include the following information:

(i) Sub-award number and title (or a general description of the sub-award work) of the existing sub-award;

(ii) Detailed explanation regarding why the work to be performed by the lower-tier sub-awardee cannot be performed by the prime or the two levels of sub-awardees.

(iii) The total value of the work and total value of the work to be self-performed by the existing sub-awardee;

(f) Provisions for specific contract types:

(i) [RESERVED.]

(g) For purposes of calculating tiers, the following will not be considered a tier:

(i) subsidiaries of the awardee;

(ii) members of a joint-venture, provided the joint venture is either the awardee or otherwise a "tier" hereunder;

(iii) employment awards for a single individual, provided that such individual issues no further sub-awards;

(iv) suppliers/service providers for component parts for a sub-award issued for finished commodities purchased on the market. Only the sub-awardee supplying the finished commodity shall be considered a "tier" for purposes of this clause/provision;

(v) suppliers of administrative or professional services incidental to the completion of the award nor their sub-awardees, such as legal or financial services, provided such suppliers or their sub-awardees do not perform substantive work related to the scope of work hereunder.

(h) With exception provided in paragraph D above for sub-awards. The awardee will include this clause in all sub-awards, and will require sub-awardees to include this clause in all lower-tier sub-awards. The awardee will be responsible for compliance with this clause/provision by all sub-awardees and lower-tier sub-awardees.

{End of clause}

C.6 - FRAUD REPORTING

The awardee is required to report on indications of fraud in host-country institutions or other matters that could reasonably be expected to be of foreign policy interest to the U. S. Government's development and stabilization efforts. Corruption, real or perceived, may critically impact USAID programming objectives as might other knowledge the awardee acquires in its normal course of business. This [clause/provision] must not be construed to require the awardee to conduct investigation for such information outside of its normal business practices or to report on matters not directly or indirectly related to USAID programming or the proper use of U.S. Government funds. In the event awardee has special non-disclosure requirements or confidentiality requirements (such as are prevalent in the legal and banking industries), or awardee determines such reporting would conflict with applicable laws, awardee must include a proposal to obtain any necessary waivers from the applicable host-country institution allowing such reporting to the maximum extent possible. Reports under this requirement must be submitted as a deliverable under the award.

{End of Clause}

C.7 - IMPLEMENTING PARTNERS NOTICES:

The contractor shall comply with and adhere to all USAID Afghanistan Implementing Partner Notices. Copies of Notices are provided to implementing partners at the time of issuance. Copies are also available upon request from the Cognizant Contracting Officer.

C.8 - VETTING

Information for Non-US contractors, subcontractors, and key individuals.

(a) The contractor must complete and submit the "USAID Information Form" in annex 10 of this contract for:

- i) Itself, if it is a non-U. S. entity;
- ii) Each subcontractor or subcontractor of a subcontractor, regardless of the tier, valued at \$25,000 or more, that is a non-U.S. entity; or
- iii) Each key individual that is a non-U.S. entity.

(b) For purposes of this clause, the following definitions apply:

"Non-U.S. entity" means (1) any non-US citizen or non-permanent legal resident of the United States; or (2) any entity that is not formed in the United States or for which 50% or more of the equity is owned or controlled by persons who are not U.S. citizens or permanent legal residents of the United States.

"Key individuals" means (i) an individual or entity owning 10% or more equity stake in the organization, whether publically- or privately-held; (ii) principal officers of the organization's governing body (e.g., chairman, vice

chairman, treasurer or secretary of the board of directors or board of trustees); (iii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) the program manager or chief of party for the USAID-financed program; and (v) any other person with significant responsibilities for administration of USAID financed activities or resources.

(c) The requirements of paragraph (a) of this clause must be completed prior to the Government's acceptance of the contract and following that, at the earlier of:

- i) Once a year; or
- ii) When there is a change or addition to any entity or person identified in paragraph (a).

(d) USAID reserves the right to rescind approval for a sub-award in the event that USAID subsequently becomes aware of information indicating that the sub-award is contrary to U.S. law or policy prohibiting support for terrorism, or facilitating criminal activity. In such cases, USAID's Contracting Officer will provide written instructions to the recipient to terminate the sub-award.

C.9 SERIOUS INCIDENT REPORTING IN AFGHANISTAN (DEC 2010)

The implementing partner is responsible for reporting all serious incidents during performance of the award. This reporting shall apply to the prime implementing partner and all sub-awardees regardless of the tier (subs of subs and lower, etc). In addition to reporting, the prime is responsible for ensuring timely investigation of all serious incidents and maintaining on file all records of reported serious incidents.

A serious incident is defined as any of the following against an employee paid for with US Government funding or on a USAID funded worksite regardless of the tier of the employee:

1. Death of an individual.
2. Discharge of a firearm with the intent to cause bodily injury or the use of an instrument with the intent of causing serious bodily harm to an employee
3. The detention of an employee against their will.

Implementing partners shall provide initial notification to the USAID Safety and Security Office (SSO), either orally or by email, of any serious incident – as soon as practical if it cannot be done immediately. The emails shall be sent to: KabulAIDSSO@usaid.gov. This notification must provide as many details as are known at the time about of the incident.

Within 24 hours of the incident, the implementing partner shall submit a more formal written incident report. The prime partner shall provide the report to the SSO and will concurrently send a copy to the USAID Contracting/Agreement Officer's Representative (C/AOR) and the Contracting/Agreement Officer (C/AO).

The initial written report shall include the award number, the name of the company, location where the incident occurred (Lat/Lon or MGRS), time when the incident occurred, a brief description of the events of the incident, details about any known casualties and a point of contact for the company.

The implementing partner shall provide a follow-up comprehensive written report of events surrounding the incident within 96 hours when greater details are known. Additionally, if a serious incident which involves an employee wounded in action (WIA) who later succumbs of the wound (s), the partner shall notify the SSO within 24 hours of the death of the individual.

C.10. USE OF SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT) FOR CONTRACTORS SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (SUPPLEMENT TO FAR 52.225-19)

In accordance with paragraph (g) Personnel Data, of FAR clause 52.225-19 "Contractor Personnel in a Designated Operational Area of Supporting a Diplomatic or Consular Mission Outside the United States (MAR 2008) "the Contracting Officer hereby identifies DoD's Synchronized Pre-deployment and Operational Tracker (SPOT) as the required system to use for this contract in Afghanistan.

In accordance with Section 861 of the FY08 National Defense Authorization Act (FY08 NDAA), P.L. 110-181, USAID and the Departments of Defense (DOD) and State (DOS) have entered into a Memorandum of Understanding (MOU) under which USAID has agreed to establish a common database including information on contractors and contractor personnel performing work in Afghanistan. The MOU identifies SPOT as the common

database to serve as the repository for this information. Information with regard to Afghan nationals will be entered under procedures provided separately by the Contracting Officer.

All contractor personnel must be accounted for in SPOT. Those requiring SPOT-generated Letters of Authorization (LOAs) must be entered into SPOT before being deployed to Afghanistan. If individuals requiring LOAs are already in Afghanistan at the time the contractor engages them or at the time of contract award, the contractor must immediately enter into SPOT each individual upon his or her becoming an employee or consultant under the contract. Contract performance may require the use of armed private security contractor personnel (PSCs). PSCs will be individually registered in SPOT. Personnel that do not require LOAs will still be required to be entered into SPOT for reporting purposes, either individually or using an aggregate tally methodology. Procedures for using SPOT are available at <http://www.dod.mil/bta/products/spot.html>. Further guidance may be obtained from the Contracting Officer's Representative or the Contracting Officer. It is emphasized that SPOT applies to sub awards and that this provision must be included in all sub-awards at any tier.

C.11. CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

All reports generated and data collected during this project shall be considered confidential and shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document, without the express written approval of the CO. All findings, conclusions and recommendations shall be considered confidential and proprietary.

C.12. DISCLOSURE OF INFORMATION

(a) Offerors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM or the Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.

(b) Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

(c) In performance of this contract, the Contractor assumes responsibility for the protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.

(d) Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

C.13 - TYPE OF CONTRACT – FAR 52.216-1 (APR 1984)

The Government contemplates award of a Firm-fixed Price Contract resulting from this solicitation.

C.14 - USAID Implementing Partner Notices (IPN) Portal for Acquisition (July 2014)

a) Definitions

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

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

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

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

(1) Register with the IPN Portal if awarded a contract resulting from this solicitation, and

(2) Receive universal bilateral modifications to this contract and general notices via the IPN Portal.

c) Procedure to register for notifications.

Go to: <https://sites.google.com/site/usaidipnforacquisitions/> and click the

"Register" button at the top of the page. Contractor representatives must use their official organization email address when subscribing, not personal email addresses.

d) Processing of IPN Portal Modifications

The contractor may access the IPN Portal at any time to review all IPN Portal modifications; however, the system will also notify the contractor by email when the

USAID IPN Portal Administrator posts a universal bilateral modification for contractor review and signature. Proposed IPN Portal modifications distributed via the IPN Portal are applicable to all awards, unless otherwise noted in the proposed modification.

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

(1) (a) verify applicability of the proposed modification for their award(s) per the instructions provided with each modification; (b) download the modification and incorporate the following information on the SF30 form: contract number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed modification (by email or hardcopy) to the CO for signature.

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

(2) Notify the Contracting Officer in writing if the modification requires negotiation of additional changes to terms and conditions of the 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.

SECTION D – REPRESENTATIONS AND INSTRUCTIONS

D.1 – 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.
- (2) The small business size standard is _____ *[insert size standard]*.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- (i) Paragraph (d) applies.
- (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
- (i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.
- (iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.
- (iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) [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.
- (vii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) [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.
- (ix) [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.
- (x) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- (xi) [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.
- (xii) [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.

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

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

(xv) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvi) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) 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 \$67,826, the provision with its Alternate II applies.

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

(xviii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification.

(xix) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

[Contracting Officer check as appropriate.]

___ (i) [52.219-19](#), Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

___ (ii) [52.219-21](#), Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

___ (iii) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (iv) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (v) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (vi) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

___ (vii) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

___ (viii) [52.223-13](#), Certification of Toxic Chemical Release Reporting.

___ (ix) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (x) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

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

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

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

D.2 – INSTRUCTIONS TO OFFERORS

The Offeror's proposal shall not exceed 14 pages. Offerors shall submit their proposals in two (2) volumes; Volume I Technical Proposal; Volume II Price Proposal. No cost information shall be presented in the Technical Proposal. Technical Proposals must not make reference to pricing data so that the technical evaluation will be made strictly on the basis of technical merit.

The Offerors must submit the proposal electronically via e-mail with up to 4.5 MB limit per email compatible with Microsoft Office (Word, Excel, etc.) in a MS Windows environment. The subject of email should indicate RFP number and title. Offerors are reminded that e-mail is NOT instantaneous, in some cases delays of several hours occur from transmission to receipt. Offerors are strongly encouraged to submit their proposal several hours prior to the deadline time. Proposals received after the deadline time will be determined as nonresponsive and will not be evaluated.

NOTE: Please do not include extensive background and corporate information.

Both the Technical and Price Volumes should have a cover page with the solicitation number, title of the program, name of the organization(s) submitting the RFP, contact person, telephone numbers, address, and e-mail.

Offerors shall submit the following:

Volume I Technical Proposal:

- **Technical Approach:** A discussion of the key issues and approaches to be used for the success of this assignment which draws on the professional experience of the proposed team members.
- **Professional Experience:** Abbreviated curriculum vitae for each team member showing how they meet the qualifications required.
- **Past Performance:** List of past relevant consultancies, organization, dates and contact persons for similar consultancies conducted by the Offeror within the last three years.

Technical Proposal Format:

The Technical Proposal shall be written in English, single spaced, 12 point, Times New Roman font, with margins no less than one inch on each border with each page numbered consecutively. The technical proposal in response to this RFP is limited to a total of twelve (12) pages and will be evaluated as detailed in Section D.2.2.

Pages that exceed the page limit indicated above will not be evaluated.

Volume II Price Proposal:

Price Proposal: The price proposal shall not to exceed two (2) pages. The price proposal shall include a brief summary explaining all assumptions used in developing the cost to USAID and should be submitted in Microsoft Office Excel with access to formulas to include the prime and all subcontracts.

D.3 - EVALUATION FACTORS FOR AWARD

D.3.1 GENERAL INFORMATION

The submitted technical information will be scored by a Technical Evaluation panel using the technical criteria shown below. The evaluation panel may include industry experts who are not employees of the Federal Government. When evaluating the competing Offerors, the Government will consider the written qualifications/capability information provided by the Offerors and any other information obtained by the Government through its own research.

In cases where an Offeror lacks relevant past performance history or information on past performance is not available, then the Offeror will not be evaluated favorably or unfavorably on performance. The "neutral" rating assigned to any Offeror lacking relevant performance history is a rating commensurate with the rating received vs. possible rating. An exception to this neutral rating provision is a non-small businesses prime with no history of subcontracting with small business concerns.

If performance information contains negative information for which the Offeror has not previously been given an opportunity to comment, USAID will provide the Offeror an opportunity to comment prior to its consideration in the evaluation, and any Offeror comment will be considered with the negative performance information.

D.3.2 EVALUATION

In accordance with FAR 16.202, USAID will award a Firm Fixed Price Contract to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to USAID. The Government intends to evaluate offers in accordance with the evaluation criteria listed below and award a contract to the responsible offeror whose proposal represents the best value to the U.S. Government. "Best value" is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical, price, and other factors, if any.

For overall evaluation purposes, technical factors are considered more important than cost/price factors.

USAID will examine the logic, feasibility and appropriateness of the technical approach, including responsiveness; quality and availability of personnel in response to stated qualifications or requirements; and several institutional factors. See the following scoring system for the evaluation factors.

Total Number of Points: 100 Points

A. Technical Approach: 40 points

Proposals shall demonstrate the following:

- Ability to address the objectives described in the Scope of Work. (25 points)
- Methodology and practicality in meeting the objectives. (15 points)

B. Personnel: 30 points

The Offeror should propose the personnel who have knowledge, proven experience and dedicated resources in order to facilitate timely completion of the assignment in a thorough and efficient manner.

Lead Consultant (Expat): the lead consultant should have at least 10 years of relevant experience, a Master's Degree in relevant field, possess strong leadership and management analysis, and be familiar with management systems, procedures and organizational changes.

C. Past Performance: 20 points

The Offeror shall demonstrate success in providing similar in scope to the services described in Section A – Statement of Work.

D. Efficiency & Timeliness: 10 points

The Offeror will be evaluated based upon their ability to present a thorough plan of how it will deliver a product acceptable to USAID within the timeframe allowed.