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FROM THE AMERICAN PEOPLE

Date Issued: **November 23, 2012**
Questions Due date and time: **December 7, 2012, 3:00 P.M. (Local Colombian Time)**
Closing Date and time: **January 9, 2012 3:00 P.M. (Local Colombian Time)**

Subject: **SOL-514-13-000001 - Evaluation and Analysis for Learning (EVAL) Project**

To All Prospective Offerors:

The United States Government, represented by the United States Agency for International Development (USAID) is seeking to obtain technical and advisory services in performing evaluations of its development activities in Colombia.

USAID/Colombia anticipates awarding a cost reimbursement completion-type contract as a result of this solicitation, covering an estimated period of five (5) years, subject to availability of funds and satisfactory performance. The estimated cost range for this procurement is \$9 million to \$13 million. Offerors must propose costs that they believe are realistic and reasonable for the work described herein

This procurement will be conducted under full and open competition procedures, pursuant to Part 15 of the Federal Acquisition Regulation (FAR) (48 CFR Chapter 1). All types of organizations are eligible to compete. If your organization decides to submit a proposal in response to this solicitation, it must be submitted in accordance with Section L of this RFP. Offerors must also carefully review Section M - Evaluation Factors for Award. Sections B through I of the solicitation will become a substantive part of the anticipated contract with blanks to be completed by the Contracting Officer upon award. Section K - Representations, Certifications and Acknowledgements must be filled out in full. It is the responsibility of the recipient of this solicitation to ensure that the solicitation has been received from the FBO page in its entirety. USAID bears no responsibility for data errors resulting from download or conversion processes.

Under this solicitation, USAID encourages the participation to the maximum extent possible of small business concerns, veteran owned small businesses, service-disabled veteran small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses in this activity as the prime Contractor or as subcontractors. Additionally, in keeping with one of the Agency's key focus areas of Implementation and Procurement reform, USAID highly encourages the participation of Colombian or regional organizations or consortia. Exclusivity agreements with local organizations and individuals are strongly discouraged by USAID.

An Interested Vendor List is not included in this solicitation. Offerors can register and use the Interested Vendor List (IVL) on the FBO page for consideration of teaming arrangements and/or small business subcontracting opportunities in response to this solicitation.

Proposals must be signed by an official who is authorized to bind the offeror's organization. Proposals must be submitted by the designated date and time indicated in Block 9 of the RFP cover page (Standard Form 33). Proposals received after the closing date and time will be

processed as late and handled in accordance with FAR 15.208.

Any questions regarding this RFP are to be submitted in writing to: Mr. R. Clark Pearson, Contracting Officer at rpearson@usaid.gov, with copies to the attention of Mr. William Fothergill (wfothergill@usaid.gov), and Mrs. Christine Edwards (chredwards@usaid.gov) by the date and time specified above. Oral instructions or explanations given before the award of the contract resulting from this solicitation shall not be binding. Answers to all offerors' questions will be provided in writing at the FBO website.

If substantive questions are received, which affect the response to the solicitation, or if changes are made to the closing date and time, as well as any other aspects of the RFP, this solicitation will be amended. Any amendments to this solicitation will be issued and posted on the Federal Business Opportunities (FedBizOpps) website. Offerors are encouraged to check this website (<http://www.fbo.gov>) periodically.

Only electronic proposals will be accepted in response to this RFP, directed to: Mr. R. Clark Pearson, Contracting Officer at rpearson@usaid.gov, with a copy to Mr. William Fothergill, Contract Specialist at wfothergill@usaid.gov. For detailed submittal instructions, please refer to Section L.2. No other forms of submission will be accepted.

Issuance of this solicitation does not in any way obligate the U.S. Government to award a contract nor does it commit the U.S. Government to pay for costs incurred in the preparation and submission of a proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the U.S. Government. USAID anticipates award of one contract under this solicitation.

Thank you for your interest in USAID programs.

Sincerely,



Sonila Hysi
Supervisory Contracting Officer

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 3	PAGES 126
2. CONTRACT NUMBER		3. SOLICITATION NUMBER SOL-514-13-000001		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED
7. ISSUED BY Office of Acquisition and Assistance (OAA) USAID/Colombia Unit 3030 Box 5101 DPO AA 34004		CODE 514		8. ADDRESS OFFER TO (If other than Item 7)		
6. REQUISITION/PURCHASE NUMBER REQ-514-13-000002						

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

SOLICITATION

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

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

10. FOR INFORMATION CALL:	A. NAME William Fothergill Christine Edwards		B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS wfothergill@usaid.gov chredwards@usaid.gov
	AREA CODE	NUMBER	EXT.		
		011/57-1	275-4136		

11. TABLE OF CONTENTS

See Attached Table of Contents

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

OFFER (Must be fully completed by offeror)

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

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

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

AWARD (To be completed by Government)

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

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

TABLE OF CONTENTS

PART I - THE SCHEDULE	8
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS	8
B.1 PURPOSE	8
B.2 CONTRACT TYPE.....	8
B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT	8
B.4 CONTRACT BUDGET	9
B.5 FEE SCHEDULE.....	9
B.6 INDIRECT COST RATE ON OTHER DIRECT COSTS (ODC's).....	9
B.7 COST REIMBURSABLE	10
SECTION C - DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT	11
C.1 PURPOSE	11
C.2 BACKGROUND	11
C.3 TECHNICAL SERVICES TO BE PROVIDED.....	12
C.4 EXPECTED EVALUATIONS AND ASSESSMENTS	15
C.5 STAFFING	20
C.6 SPECIAL CONSIDERATIONS.....	22
C.7 ADDITIONAL DOCUMENTS AND INFORMATION	23
C.8 GEOGRAPHIC FOCUS	24
SECTION D - PACKAGING AND MARKING	25
D.1 AIDAR 752.7009 MARKING (JAN 1993).....	25
D.2 BRANDING POLICY	25
D.3 BRANDING STRATEGY.....	25
SECTION E - INSPECTION AND ACCEPTANCE	27
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	27
E.2 INSPECTION AND ACCEPTANCE	27
E.3 MONITORING AND EVALUATION PLAN/PERFORMANCE STANDARDS	27
SECTION F - DELIVERIES OR PERFORMANCE	29
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	29
F.2 WORKPLAN AND IMPLEMENTATION	29
F.3 REPORTS AND DELIVERABLES OR OUTPUTS	29
F.4 PERIOD OF PERFORMANCE.....	34
F.5 PLACE OF PERFORMANCE.....	34
F.6 KEY PERSONNEL.....	34
F.7 TECHNICAL DIRECTION AND DESIGNATION OF RESPONSIBLE USAID OFFICIALS.....	34
F.8 AUTHORIZED WORK DAY / WEEK	34
F.9 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007).....	34
SECTION G - CONTRACT ADMINISTRATION DATA	36
G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)	36
G.2 ADMINISTRATIVE CONTRACTING OFFICE.....	37
G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)	37
G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID	37
G.5 PAYING OFFICE	39
G.6 ACCOUNTING AND APPROPRIATION DATA.....	39

SECTION H - SPECIAL CONTRACT REQUIREMENTS.....	40
H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	40
H.2 AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012) (CLASS DEVIATION NO. OAA-DEV-12-01C)	40
H.3 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007) ...	41
H.4 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997).....	41
H.5 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)	42
H.6 AIDAR 752.7007 PERSONNEL COMPENSATION (JULY 2007)	43
H.7 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION	43
H.8 AUTHORIZED GEOGRAPHIC CODE	45
H.9 LOGISTIC SUPPORT	45
H.10 LANGUAGE REQUIREMENTS AND REPORTING	45
H.11 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002).....	46
H.12 REPORTING OF FOREIGN TAXES (JULY 2007)	46
H.13 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)	47
H.14 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)	47
H.15 ELECTRONIC SUBMISSION OF DOCUMENTS.....	48
H.16 SECURITY CONDITIONS	48
H.17 SECURITY PROTOCOL.....	48
H.18 SECURITY REPORTING.....	49
H.19 LIFE SUPPORT AND SECURITY SERVICES.....	49
H.20 OUTREACH AND COMMUNICATIONS SUPPORT	49
H.21 PROHIBITION OF ASSISTANCE TO A LAW ENFORCEMENT FORCES IN COLOMBIA.....	49
H.22 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT	50
H.23 PUBLICATIONS AND MEDIA RELEASES (JAN 2004)	50
H.24 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS	51
H.25 PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE THE LEGALIZATION OR PRACTICE OF PROSTITUTION – TIP ACQUISITION (MAY 2007).....	52
H.26 ENVIRONMENTAL COMPLIANCE	52
H.27 AIDAR 752.228-3 WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT).....	53
H.28 INSURANCE AND SERVICES	53
H.29 AIDAR 722.170 EMPLOYMENT OF THIRD COUNTRY NATIONALS (TCN’S) AND COOPERATING COUNTRY NATIONALS (CCN’S)	54
H.30 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES	55
H.31 GOVERNMENT FURNISHED FACILITIES OR PROPERTY	56
H.32 USAID IMPLEMENTATION OF SECTION 508 OF THE REHABILITATION ACT OF 1973 AND FEDERAL ACQUISITION CIRCULAR (FAC) 97-27 "ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY	57
H.33 CONSENT TO SUBCONTRACT	57
H.34 CONFLICT OF INTEREST.....	57
H.35 GENDER CONSIDERATION.....	58
H.36 TRANSITION OF KNOWLEDGE, SKILLS AND ABILITIES	59

H.37	AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS AND AIDAR 752.7027 PERSONNEL	59
H.38	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JULY 2007)	60
H.39	HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (SEPTEMBER 2006).....	60
H.40	STANDARDS OF CONDUCT -- IMPROPER BUSINESS PRACTICES.....	61
H.41	FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES..	62
H.42	NONDISCRIMINATION (JUNE 2012).....	62
PART II - CONTRACT CLAUSES.....		63
SECTION I - CONTRACT CLAUSES		63
I.1	NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	63
I.2	FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	66
I.2	FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)	66
I.3	FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JAN 2011).....	66
I.4	AIDAR 752.4101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUN 2008)...	67
I.5	FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)	67
I.6	FAR 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)	67
SECTION J - LIST OF EXHIBITS/ATTACHMENTS		69
PART IV - REPRESENTATIONS AND INSTRUCTIONS		70
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		70
K.1	NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	70
K.2	FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012) .	70
K.3	FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)	74
K.4	FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012).....	75
K.5	FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCTOBER 2008).....	76
K.6	FAR 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005).....	78
K.7	FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)	79
K.8	INSURANCE - IMMUNITY FROM TORT LIABILITY	79
K.9	SIGNATURE	79
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS		81
L.1	NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE.....	81
L.2	FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	81
L.3	FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - ALTERNATE IV (OCT 2010)	81

L.4	FAR 52.216-1 TYPE OF CONTRACT (APR 1984).....	82
L.5	FAR 52.233-2 SERVICE OF PROTEST (SEPT 2006)	83
L.6	EXPLANATION TO PROSPECTIVE OFFERORS.....	83
L.7	GENERAL INSTRUCTIONS TO OFFERORS	83
L.8	PROPOSAL FORMAT AND CONTENT.....	85
L.9	INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL	87
L.10	INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL.....	90
L.11	BRANDING IMPLEMENTATION PLAN AND MARKING PLAN.....	98
SECTION M - EVALUATION FACTORS FOR AWARD.....		99
M.1	NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE.....	99
M.2	GENERAL INFORMATION.....	99
M.3	EVALUATION FACTORS	99
M.4	COST PROPOSAL EVALUATIONS	101
M.5	SOURCE SELECTION.....	102
M.6	DETERMINATION OF COMPETITIVE RANGE.....	102
EXHIBITS/ATTACHMENTS		103
EXHIBIT 1	.....	103
EXHIBIT 2	.....	104
EXHIBIT 3	.....	107
EXHIBIT 4	.....	111
ATTACHMENT 1	.....	118
ATTACHMENT 2	.....	122
ATTACHMENT 3	E-file	
ATTACHMENT 4	E-file	
ATTACHMENT 5	E-file	

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to obtain technical and advisory services for the evaluation of USAID/Colombia programmatic activities. This includes assisting with the designing and implementation of both quantitative and qualitative evaluation studies and assessments as well as providing evaluation technical assistance for USAID/Colombia development programs. These efforts will facilitate informed program management decisions, shape the longer-term strategic direction of programs and decision-making within the Mission, and enable USAID/Colombia to comply with USAID's Evaluation Policy.

The Contractor will provide USAID/Colombia with technical and advisory services to design and implement: performance evaluations, impact evaluations, assessments and other analysis and components of evaluations (e.g. baselines, cost-benefit and cost-effectiveness assessments). These qualitative and/or quantitative evaluations and assessments may be at the country, DO, program, project, area/component, and/or activity-level.

B.2 CONTRACT TYPE

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

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

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is \$_____. The fixed fee, if any, is \$_____. The estimated cost plus fixed fee, if any, is \$_____.

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$_____. The Contractor shall not exceed the aforesaid obligated amount.

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

B.4 CONTRACT BUDGET

[TO BE COMPLETED UPON AWARD]

CLIN No	CLIN Description	Year 1	Year 2	Year 3	Year 4	Year 5
001	Impact Evaluations					
002	Performance Evaluations					
003	Sector and Cross-Cutting Assessments					
004	Fixed Fee					
Total CPFF						

B.5 FEE SCHEDULE

Pursuant to FAR 16.306(d), the fixed fee payable under this contract will be tied to the Completion of the reports and deliverables specified in Section F.3 of this contract and in accordance with approved Fee Schedule below (if any).

[TBD UPON AWARD]

B.6 INDIRECT COST RATE ON OTHER DIRECT COSTS (ODC's)

Establishment of Indirect Cost Rate for ODC's

(a) Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs on ODC's shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
G&A on ODC's	%	1/	1/	1/

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

Note 1: Contractors are allowed to recover applicable indirect costs (i.e., overhead, G&A, etc.) on other direct costs (ODC's), if it is part of the contractor's usual accounting procedures, consistent with FAR Part 31, and Negotiated Indirect Cost Rate Agreement (NICRA).

Note 2: While Subcontractor indirect rates are not incorporated above, subcontractor indirect cost rates as indicated in Note 1 above may be included in contract proposals and are subject to approval of the cognizant CO in accordance with FAR 52.244-2, Subcontracts.

B.7 COST REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment (DEC 2002), FAR 52.216-8, Fixed Fee (MAR 1997), if applicable, and AIDAR 752.7003, Documentation for Payment (NOV 1998).

In addition, the requirement and conditions concerning estimated cost and funding apply as detailed in FAR 52.232-22, Limitation of Funds (APR 1984).

[END OF SECTION B]

SECTION C - DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

C.1 PURPOSE

The purpose of this contract is to provide USAID/Colombia with technical and advisory services for evaluation activities at the mission (operating unit) level. This includes designing and implementing both quantitative and qualitative evaluation studies and assessments as well as providing evaluation technical assistance for USAID/Colombia development programs. These efforts will facilitate informed program management decisions, shape the longer-term strategic direction of programs and decision-making within the Mission, and enable USAID/Colombia to comply with USAID's Evaluation Policy.

C.2 BACKGROUND

Drawing on lessons learned from Plan Colombia, in recent years USAID has focused its strategy to be more engaged with the Government of Colombia (GOC) and prioritized parts of the country that are strategically critical to ending the armed conflict. The following summary of Mission Development Objectives (DOs) provides context and a brief overall review of the scope and variety of activities underway in Colombia, which should be taken into account by the Offeror when developing their proposal.

DO 1: Licit Livelihoods in Targeted Geographic Regions Expanded

The Colombia Strategic Development Initiative (CSDI) is a USG interagency effort to assist the GOC to transition definitively out of conflict and put an end to illicit activities particularly cultivation, processing and trafficking of illegal narcotics. Achievement of these two objectives requires that the GOC gain effective control over the entirety of its territory and particularly over large sections of the country where the constitutional government has been unable or unwilling to establish a permanent state presence and exert full authority including extension of the rule of the law. USAID programs under this DO constitute a major contribution to the broader USG interagency CSDI effort, the overall objective of which is to assist Colombia to implement its National Consolidation Plan. USAID programs support expansion of GOC state presence and authority in priority geographic areas, and assist national and sub-national government entities to effectively implement key national policies and programs to address root causes of conflict. This assistance includes short- and long-term income-generating activities, efforts to increase community cohesion and civic values, and support to local governments to build their capacities to effectively respond to the needs of their constituents by delivering basic services and guaranteeing formal land tenure and effective return of property rights to those affected by conflict. Consolidation's goal is to put in place the capacity for small producers and municipal governments to be able to replicate the approach without USAID assistance.

DO 2: Conditions of Targeted Vulnerable Populations Improved

DO2 will facilitate improved conditions for targeted vulnerable populations that have been historically marginalized and conflict-affected in Colombia. A critical tenet of this strategy is support to the GOC's renewed commitment to victims of armed conflict through the Victims Law. The Victims Law mandates the restoration of the rights of Colombia's conflict victims through specialized assistance programs, including psychosocial and physical rehabilitation. It also includes transitional justice programs to provide reparations and advance truth and historical memory of the conflict. A second tenet of DO2 is reducing the impact of illegal armed groups (IAGs) in targeted communities through community reintegration programs for demobilized ex-combatants and the prevention of recruitment of children. Should the GOC successfully engage in peace processes with the Revolutionary Armed Forces of Colombia (FARC), the National

Liberation Army (ELN) or other IAGs, USAID will support that process through DO2. The final tenet of DO2 is empowerment of ethnic minorities for greater socioeconomic and political inclusion through interventions to improve their livelihoods, strengthen governance of their territories, and increase respect for ethnic and cultural diversity.

DO 3: Strengthened Democratic and Economic Governance and Respect for Human Rights

DO 3 is focused on strengthening democratic and economic governance, increasing access to justice, fostering greater political participation and more transparent elections, implementing effective public policies, strengthening labor unions, and promoting human rights. While notable advances have been achieved in these areas in the past several years, this DO seeks to further consolidate progress and align many efforts in support of Colombia Strategic Development Initiative (CSDI) which, in turn, supports the GOC's National Consolidation Plan. This requires work at both the national level and in the regions. This DO directly contributes to the Mission's overall goal of improving economic and social conditions of vulnerable Colombians with effective rights-based institutional presence.

DO 4: Threats to Biodiversity Reduced and Impacts from Climate Change Decreased

More than 40% of Colombia's territory has been declared an environmentally-protected area, including national parks, indigenous reservations, and Afro-Colombian collective lands. Natural resource-based livelihoods are a way of life for many vulnerable communities that live in and around Colombia's sensitive or protected ecosystems. These livelihoods and ecosystem conservation are both threatened by agents of environmental change, including deforestation, habitat conversion, overexploitation, invasive species, climate change, narco-trafficking, violence, and armed conflict. DO 4 works to eliminate or reduce the negative impacts on Colombia's biodiversity and ecosystem by using a "threats-based" approach to support the GOC. Under this approach, USAID works with the GOC, regional and local environmental institutions, and communities to do the following: strengthen environmental governance for the conservation of protected areas and ethnic territories; preserve, restore, or improve ecosystem services; ensure the environmental sustainability of natural resource-based livelihoods; mitigate or adapt to long-term impacts of climate change; and promote the use of renewable and clean energy.

C.3 TECHNICAL SERVICES TO BE PROVIDED

The Contractor will provide USAID/Colombia with technical and advisory services to design and implement: performance evaluations¹, impact evaluations², assessments³ and other analyses and components of evaluations (e.g. baselines, cost-benefit and cost-effectiveness assessments). These qualitative and/or quantitative evaluations and assessments may be at the country, DO, program, project, area/component, and/or activity-level. USAID/Colombia has identified a preliminary list of evaluation studies, which are summarized below. Planned evaluations may be modified in the future due to USAID/Colombia's senior management request, funding changes, changes in the Mission's Performance Management Plan or evaluation agenda, or USAID decisions to perform joint evaluations and assessments with other donors. USAID will confirm scheduled evaluations through the Contractor's annual workplan.

While assessments and other analyses will be conducted under this contract, the majority of tasks will be evaluations. USAID/Colombia uses evaluations as part of the planning and management of development assistance. Evaluations are used to assess strategic and program results (per ADS Chapter 203) in order to do the following:

¹ Performance evaluations focus on what a particular project or program has achieved (either at an intermediate point or at the conclusion); how it is being implemented; how it is perceived; whether expected results are occurring; and other questions pertinent to program design, management and decision making. Performance evaluations often incorporate before-after comparisons, but generally lack a rigorously defined counterfactual.

² Impact evaluations measure the change in a development outcome that is attributable to a defined intervention; impact evaluations are based on models of cause and effect and require a credible and rigorously defined counterfactual to control for factors other than the intervention that might account for the observed change.

³ Assessments provide a comprehensive review of activities (conducted by USAID, host governments or other institution) in a given development sector of a specific country or region and the institutional, environmental, and policy context in which these activities occur. Assessments highlight issues prevailing in the sector and identify possible approaches to address these issues. Assessments inform the strategy design and revision process of donors and host country partners. Evaluation is distinct from assessment.

1. Inform new program and activity design;
2. Assess why unexpected progress, either positive or negative, is occurring;
3. Determine if the activity is achieving the intended results and identify needed mid-project corrections (mid-term or formative evaluation⁴);
4. Re-examine or test the validity of hypotheses and assumptions embedded in strategic plans and results frameworks;
5. Determine whether the needs of intended customers are being served;
6. Identify, probe, and understand positive and negative unintended consequences or impacts of assistance programs;
7. Determine whether conditions for sustainability exist;
8. Conduct final and/or impact evaluations to determine the results achieved, and;
9. Distill lessons learned, which may be useful elsewhere in the Agency.

The contract will require the following kinds of work:

1. Desk studies;
2. Background research and analytic expertise to plan and implement evaluations, assessments, analyses, and related results-oriented program planning;
3. Implementation planning, including team planning meetings, and research and sample designs for proposed studies;
4. Formative evaluations⁴ of program and project implementation and summative evaluations⁵ of program and project results (including experimental and quasi-experimental designs and case studies) requiring primary data collection in the field;
5. Drafting, revising, editing, and preparing for publication (in both English and Spanish) evaluation reports, impact evaluations, meta-evaluations, syntheses, and other publications related to evaluations, assessments, and analyses;
6. Logistical and administrative support for field evaluations, assessments, and analyses;
7. Personnel to organize and implement workshops and seminars to disseminate study findings;
8. Provide input, as needed, to tools developed by the Mission and uploaded into Monitor, USAID Colombia's automated environmental compliance management system, such as the Evaluation Tracker, in order to ensure results dissemination and recommendation implementation;
9. Create, conduct, and analyze national or regional level population surveys of direct and indirect beneficiaries and control groups; includes use of list experiments to provide estimates pertaining to sensitive questions;
10. Cost-benefit and cost-effectiveness analysis; and
11. Will include conducting mid-term and final evaluation surveys, as well as producing final reports for major evaluations that have baseline studies completed.

⁴ Formative evaluations take place during the course of project or program implementation and generally focus on improvements in the management or substance of interventions that can take place during implementation.

⁵ Summative evaluations generally take place towards the end or after program or project implementation and focus on assessing the outcomes and impact of programs and projects as a basis for future improvements and lessons learned.

The Contractor will provide all necessary logistical support, including travel arrangements (with required USAID clearances), meeting and interview arrangements, computer support⁵, team planning facilitation, and report editing and dissemination.

The Contractor is also required to provide central management and oversight of the evaluation activities awarded under the contract. The Advisor will be the individual bearing primary responsibility for technical aspects of contract performance.

C.4 EXPECTED EVALUATIONS AND ASSESSMENTS

I. Impact Evaluations

The contractor is required to conduct the following impact evaluations of USAID assistance under each Development Objective (DO). Impact evaluations will construct a counterfactual case of what would have occurred in the absence of USAID intervention. Tasks for impact evaluations will include but are not limited to the design of the evaluation approach, including the design of the counterfactual, collection of baseline data, reconstruction of baseline information (in the event a baseline was not collected for an activity), mid-term and final data collection, analysis and dissemination of results. All evaluation designs must be approved by the USAID/Colombia COR. The USAID/Colombia COR will share evaluation designs with country-level stakeholders and implementing partners before approval.

Colombia Strategic Development Initiative (CSDI)

Mid-Term Due: Nov 2014

Final Due: Aug 2016

Duration: 2010-2016

Total Project Estimated Investment: \$235 million

Objective: Civilian Government Presence in CSDI Zones Consolidated

Background: The USAID/Colombia strategy for 2010 to 2014 supports the Government of Colombia's (GOC) National Consolidation Plan (PNC), which focuses on priority municipalities in rural zones that have been most affected by the armed conflict and illicit economic activities, and where the presence of the State in terms of security, services, and participation is particularly weak. The PNC seeks to restore State presence in these areas and improve living conditions through a consolidation process. USAID (and other agencies of the U.S. Government present in Colombia) will implement the U.S. Embassy Colombia Strategic Development Initiative (CSDI) through collaboration with the GOC consolidation activities in priority rural municipalities in four of these zones – Montes de Maria (in the departments of Bolivar and Sucre), the Central Zone (departments of Tolima and Meta), the northern zone (Cordoba and Antioquia), and the southern zone (Nariño and Caquetá). This impact evaluation focuses on USAID programs in these four CSDI zones. Currently a baseline analysis is being conducted, which is expected to be completed by March 2013. The baseline phase includes over 20,000 surveys of direct beneficiaries, indirect beneficiaries, and control groups, and is expected to provide deep insight into a wide array of social issues, including levels of illicit livelihoods, influence by illegal armed groups, government investments, citizen participation, social capital, perceptions and confidence in the government, land-related conflict, and economic and food security conditions.

⁶ Computer support refers to the Contractor providing computers (laptops), software, central processing (statistical analysis) where needed, etc. for all staff working on delivery orders.

Afro-Colombian and Indigenous Program (ACIP)

Mid-Term Due: Nov 2014

Final Due: Aug 2016

Duration: 2011-2016

Total Project Estimated Investment: \$61 million

Objective: Improve socio-economic conditions and governance capacity of targeted Afro-Colombian and indigenous communities.

Background: Citizen participation and engagement through the inclusion of ethnic minorities and disenfranchised persons is a priority in building foundations for a peaceful future in Colombia. Afro-Colombians constitute approximately 11 percent of Colombia's population of 45 million. The Colombian government legally recognizes 82 indigenous communities, constituting 3.4 percent of the population. Both populations are among the most marginalized, disproportionately suffering from displacement, violence, previous massacres and the breakdown of traditional social structures and cultural identity. While not all Afro-Colombian and Indigenous populations in Colombia have been direct victims of the armed conflict, many are among the historically excluded and poor communities of Colombia.

The evaluation will measure the socio-economic improvements of ethnic minorities in Colombia, achieved as a result of activities implemented under the \$61 million, five-year ACIP project. The implementation of the baseline is expected to be completed by the August 2013, and is expected to provide additional insights into the conditions and needs of these populations, and will help guide out-year programming.

Victims Program

Due: July 2015

Duration: 2012-2015

Total Program Estimated Investment: \$90 million

Objectives: (1) To provide technical assistance to the GOC for the first three years of the implementation of the Victims' Law to ensure that effective institutions, policies and systems at all levels—national, departmental and municipal—are established and operational. (2) To support victims at the local level to advocate, monitor and validate the GOC's effective implementation of the Victims' Law. (3) Implement activities directly with the GOC to continue activities prioritized under the Objective (1), the full Activity Description will be developed and implemented in FY2014.

Background: Colombia has over four million victims of conflict, the majority of which are internally displaced persons (IDP's). In June 2011, the GOC passed the Victims' Assistance and Reparation and Land Restitution Law (Victims' Law), which responds to long-standing issues faced by the country's conflict victims in a comprehensive, rights-based way. The Victims' Law acknowledges that Colombia suffers from an internal armed conflict and addresses the causes and consequences of the conflict. To improve the conditions of conflict victims, OVP supports government socioeconomic assistance to victims of armed conflict, restore land tenure and property rights, and advance transitional justice processes.

Green House Gas Emissions (DO level)

Due: Sept 2015

Duration: 2010-2015

Total Program Estimated Investment: \$60 million

Objective: The GHG Emissions evaluation at DO level aims at evaluating the effectiveness of

our climate change programs in terms of carbon emission reductions. In doing this, the contractor shall review all the activities by the environment team on climate change mitigation (including REDD+ projects), clean energy and LEDS (low emission development strategy). The contractor should produce a report highlighting the reductions achieved by each activity in terms of avoided tons of carbon released into the atmosphere as a result of the USAID activities. To achieve the objective, the contractor should engage with USAID partners (in Colombia as well as in the US), GOC institutions (emphasis on IDEAM -Instituto de Hidrología, Meteorología y Estudios Ambientales de Colombia-, Ministry of Environment), local organizations including communities, when relevant.

Background: The USAID environment program supports: biodiversity, climate change-mitigation (REDD), and climate change – adaptation activities in the Choco and Caribbean regions, as well as in the pacific and amazon regions. It also supports energy efficiency, renewable energy in off-grid areas, and finance and regulation (barriers for renewable investment) to connect financing to industries interested in upgrading or converting facilities to more efficient production processes as well as new technologies such as methane capture and gasification. The program also assists the Government of Colombia in the cross-sectoral coordination of their Low Carbon Development planning and implementation.

Access to Justice (AJP)

Mid-Term Due: Feb 2014

Final Due: Sept 2016

Duration: 2012-2016

Total Project Estimated Investment: \$24 million

Objective: Improved access to justice in conflict areas.

Background: The objectives of this nation-wide program are to: 1) promote greater access to justice primarily through the services offered by Justice Houses and alternate dispute resolution mechanisms, 2) provide support to institutions and organizations at the municipal level to assist in helping to meet the justice needs of women, and 3) support justice sector institutions to implement reforms that improve productivity and the quality of services delivered, especially where reforms have an impact on justice sector performance in consolidation regions.

Land and Livelihoods Project

Mid-Term Due: Feb 2014

Final Due: Sept 2016

Duration: 2012-2016

Total Project Estimated Investment: \$75 million

Objective: The overall goal of USAID's proposed land and livelihood strategy is to support the GOC's land and livelihoods initiative to address the needs of the victims of conflict and put an end to Colombia's ongoing armed dispute over rights to control land and natural resources. The proposed strategy reflects USAID's analysis that the broad contours of a transformative land and development policy framework have been effectively outlined by the GOC in a way that can resolve root causes and address major consequences of the internal conflict in Colombia.

Background: Current circumstances and political will provide a unique opportunity for USAID to catalyze potentially transformational change in Colombia. Over the past decade, Colombia has made remarkable progress towards transforming itself from a conflict-ravaged, fragile state to a stable, market-led democracy capable of assuming a vital regional leadership role and solidifying its status as a key US strategic partner. The US-Colombia Free Trade Agreement

ratified in 2011 reflects the new direction that Colombia has set for itself. Despite progress achieved to date, Colombia's transformation to a post-conflict country is neither complete nor irreversible. Sustained, strategically focused USAID support over the next five years can be instrumental in assisting the Government of Colombia to cross the threshold.

II. Performance Evaluations

The Contractor will be required to conduct the following mid-term and/or final performance evaluations of USAID projects. Tasks for performance evaluations may include but are not limited to the design of the evaluation approach, baseline reconstruction, data collection, analysis and dissemination of results. All evaluation designs must be approved by the USAID/Colombia COR.

Areas for Municipal-level Alternative Development (ADAM) Sustainability Assessment

Due: May/June 2013

Duration: 2006-2010

Total Project Estimated Investment: \$184 million

Objective: Create licit economic opportunities, strengthen local government and develop infrastructure in some of the most vulnerable regions in Colombia.

Background: ADAM aimed to develop and implement a sustainable, market-driven alternative development program to promote eradication of coca and poppies where they exist, and as importantly, impede drug cultivation in rural areas that are vulnerable to, but still free of illicit crops. The ADAM strategy is based on the premise that the key to sustainable economic development is the creation of strong, effective linkages among the governmental institutions, markets, and local producers.

People-to-People Resolution of Land and Natural Resources Conflicts in Colombia (PROTIERRA)

Due: May/June 2013

Duration: 2011-2013

Total Project Estimated Investment: \$1.2 million

Objective: Resolving land and natural resource conflicts

Background: The project seeks to provide or implement the "People-to-People Resolution of Land and Natural Resources Conflicts in Colombia" (PROTIERRA) program, aimed at resolving land and natural resource conflicts in nearly 230,000 hectares of land benefiting over 20,000 Afro-Colombian and indigenous people. Mercy Corps' approach combines the four dimensions of comprehensive conflict transformation (personal, relational, cultural and structural) to address factors that impede dialogue as a means for conflict resolution. The project is implemented in the region of Urabá and the Department of Quibdó.

Mental Health Conflict Victims

Due: May/June 2013

Duration: 2010-2012

Total Project Estimated Investment: \$1.1 million

Objective: To help develop a model for the provision of mental health services to victims of conflict in rural areas. Target areas are Corregimiento Las Palomas, Municipality of Montería, Córdoba (Northern Colombia) and Viotá, Cundinamarca (Central Colombia).

Attention for Landmine Victims in Colombia

Due: May/June 2013

Duration: 2008-2013

Total Project Estimated Investment: \$4.3 million

Objective: This program addresses the needs of victims of the conflict through the development of inclusive and integrated approaches to rehabilitation; support to socio-economic activities for victims of war; support to education and training activities for rehabilitation professionals. The program seeks to use local capacity and leverages involvement from the private sector. The main strategies to accomplish this goal are as follows:

- Provide medical and socio-economic assistance to landmine survivors, including income generation opportunities.
- Support the development of two new rehabilitation clinics in Nariño and Caquetá to strengthening emergency service provision
- Train prosthetic and orthotics technicians
- Improve attention to landmine survivors and PWDs through the promotion of policy initiatives.

BIO-REDD+

Due: Aug 2014

Duration: 2011-2014

Total Project Estimated Investment: \$30 million

Objective: Through this activity USAID is supporting in biodiversity, climate change-mitigation (REDD), and climate change – adaptation activities in the Choco and Caribbean regions.

Background: The major goals of this program are the establishment of at least eight financed REDD+ projects in the pacific region (1.5 million hectares) with Afro-Colombian communities, as well as the carbon baseline for the pacific and amazon regions in support of Colombia's regional REDD+ program. There are several sources of leveraged financing being used, one is a partnership with the Colombian government for productive projects (\$3 million) and 2 MOUs signed with BNP Paribas (\$5 million) and Bunge Emissions Group (\$2 million). The latter two organizations are in the process of negotiating emissions purchase agreements with the communities under the USAID program.

Human Rights Program III

Due: March 2015

Duration: 2012-2015

Total Project Estimated Investment: \$21 million

Objective: The main objectives of the third program phase are to: 1) support a culture of human rights, 2) prevent abuse and violations of human rights, and 3) provide meaningful and efficient responses to human rights violations once they have occurred.

III. Sector and Cross-Cutting Assessments

The Contractor will be required to conduct the following cross-cutting assessments to identify lessons learned and opportunities for enhancing performance.

Assessment of the Activities Implemented Through Local Systems

Due: Sept 2015

Duration: 2011-2015

USAID is currently undergoing an agency-wide reform effort, known as USAID Forward: Implementation and Procurement Reform. The objective of this effort is to implement activities through local systems, including the strengthening of local civil society and private sector capacity to improve aid effectiveness and sustainability. USAID/Colombia is implementing across its portfolio several modalities to use local systems and to strengthen capacity and the assessment will look at the capacity development efforts of selected projects across its portfolio. The assessment will look at the best practices; cost-effectiveness and sustainability of approaches used, and will provide recommendations on how to improve capacity building efforts in a sustainable way.

Tropical Forestry and Biodiversity (FAA 118 and 119) Analyses

Due: March 2014

Duration: 2011-2015

Analysis of the actions necessary in Colombia to achieve conservation and sustainable management of tropical forests and conserve biological diversity; and review the extent to which current or proposed USAID/Colombia actions meet those needs. For more info, review http://transition.usaid.gov/our_work/environment/biodiversity/118_119_analyses.html

Future Evaluation Activities

In the next five years USAID/Colombia expects to have the need for approximately six additional evaluations (Impact and Performance) and/or assessment activities. Under this contract the Contractor will perform future activities to be determined as needed. As evaluation activities are identified, the contract's work plan shall be updated to include the activity's objectives, scope, methodology, and timeline.

C.5 STAFFING

I. Overall Staffing

The services under this contract require skills in evaluation research design (including quantitative impact evaluation methods, experimental and quasi experimental design, and qualitative methods); sampling methods; data collection, analysis, and synthesis; report writing, and planning for use and dissemination of evaluation findings. The contract will also require skills in innovative and state-of-the-art research designs and methods, participatory evaluations, cost-benefit and cost-effective evaluation methods. While work may focus on specific sectors (economic growth and agricultural development; land tenure and rural development; environment and natural resources; democracy and governance; conflict mitigation and post conflict reconstruction, and humanitarian assistance), it may also cut across sector and technical areas.

The contractor shall establish a small core team of experts and support staff to effectively implement the Activity. All staff may be headquartered in Bogota, however, Key Personnel and staff must be available to travel throughout Colombia to attend to contract implementation tasks. Rather than expanding the core team, the contractor is encouraged to maximize the use of Colombian organizations and experts to conduct activities that require an expansion beyond the capacity of the core team. It should be understood that the purpose of the use of local expertise is not just to achieve the tasks under each component, but to leave capacity to continue similar activities in Colombia. Therefore, the contractor will be expected to strengthen and not just use local capacity.

As work begins on individual evaluations, a team leader (external to USAID and the project implementers) for each evaluation will be identified by the contractor. All personnel working on a USAID evaluation must provide written disclosure of any conflict of interests.

II. Key Personnel Requirements

USAID has identified the Chief of Party and a Lead Evaluation Expert as Key Personnel for this contract. All Key Personnel are expected to have at a minimum the qualifications described here.

1. Chief of Party (COP)

The COP will be responsible for providing the vision and overall leadership to the team; managing the Contractor's technical assistance, training, and overall support; preparing and submitting reports requested by USAID; and coordinating USAID assistance with key counterparts.

The COP shall have principal responsibility for overall project management and technical operations to ensure that the project tasks are completed and the objectives of the project are successfully met. The COP will lead the Contractor's team and serve as the primary point of contact with USAID with regard to day-to-day activity implementation and management matters relating to the contract. The COP will have overall responsibility for assuring that all assistance provided under the contract, whether by international or local experts/personnel, is technically sound and appropriate for the needs to be addressed; and for adequately managing and supervising the work of all experts/personnel provided under the contract.

The COP will be the primary point of contact for information on the progress and current status of all activities under the contract and will establish appropriate mechanisms to ensure that activity progress and specific implementation concerns are regularly and promptly reported. The COP will manage the preparation and presentation of proposed implementation plans and all reports.

Minimum Qualifications:

- A Master's Degree in social sciences, business management or other related discipline;
- At least ten years of progressively responsible management experience, with at least five leading project management teams. At least three of these years should be in Latin America;
- At least five years of experience in conducting evaluations and/or assessments, of similar size and scope in developing countries;
- Strong communication, writing and interpersonal skills;
- Excellent team management and interpersonal skills; and
- Fluency in spoken and written English and Spanish.

2. Lead Evaluation Expert

The Evaluation Expert shall be responsible for leading the design and implementation activities. S/he will work with the COR and other USAID technical staff to develop the methodologies necessary to meet the deliverables required in the SOWs for evaluation tasks. The Evaluation Expert will be the lead analyst for interpreting the results of surveys and other field data and be

responsible for report preparation.

Minimum Qualifications:

- A Master's Degree in social sciences, statistics, or related fields;
- At least ten years of progressive experience in designing, implementing, managing, and analyzing the results of both performance and impact evaluations of development projects. At least three of these years should be in Latin America;
- At least five years of experience implementing quantitative and qualitative data collection and analysis for evaluations and assessments, including experience with sampling methods, database management and statistical analysis;
- At least five years of experience leading evaluation teams, or research teams;
- Excellent team management and interpersonal skills; and
- Fluency in spoken and written English and Spanish;

The Contractor must propose other long-term and short-term personnel consistent with its technical and management approach. The Contractor must submit a complete and current resume, no more than two (2) pages in length, for each of the proposed technical personnel and a signed letter of commitment confirming their present intention to serve in the stated position. Some foreseen illustrative short-term technical capacities likely needed are listed below as an illustrative list. The minimum qualifications/seniority level and daily rate for each position would be determined by the type and scope of each evaluation activity. Contractor may add or subtract technical positions as dictated by the structure of their proposal.

- Livelihoods Analyst
- Finance and Budget Analyst
- Public Sector Analyst
- Diversity Analyst
- Livelihoods/Rural development Analyst
- Environment, Energy and Natural Resource Analyst
- Women in Development, Gender Analyst, and Anti Trafficking Specialist
- Democracy and Governance Analyst
- Evaluation Methods Specialist
- Humanitarian Assistance/Complex Emergency Specialist
- Human Rights Expert: Truth and Reparations of Human Rights Violations Specialist
- Information Systems Specialist
- Public Policy/Institutional Reform Specialist
- Conflict and Development expert: Displacement, Landmine Victims and all Conflict Victims Specialist
- Psychosocial Expert in Health, Mental Health, Community, Clinical Psychology, Health Systems Specialist
- Reintegration Specialist
- Childhood Specialist

C.6 SPECIAL CONSIDERATIONS

A. Coordination with other USAID/Colombia implementers

USAID/Colombia Monitoring Program is responsible for producing the following specific results:

1. Performance Management Plans developed, refined, and enhanced;
2. M&E Clearinghouse MIS (aka: Monitor) developed and implemented;
3. M&E services such as conducting DQAs, rapid assessments, and site visits conducted;
4. Activity-level environmental compliance verification conducted.

This activity will augment and compliment the USAID/Colombia Monitoring and Evaluation (M&E) Program. Specifically, the Contractor will input evaluation results, as instructed by the Program Office, into the Monitor System. The Contractor will also coordinate, on an as needed basis, with the Monitoring Program when designing and implementing evaluations.

B. Coordination with the Government of Colombia and Other Donors

The Contractor will work closely with USAID to ensure that the GOC, in particular the Agencia Presidencial de Cooperación Internacional – Colombia (APC) and other donors are kept apprised of USAID's efforts and results and that, to the extent possible, initiatives will be coordinated with other entities' efforts so as to enhance impact, leverage resources, and increase sustainability.

C. Coordination with USAID Headquarters

The Contractor will comply with all requirements stated in the USAID Evaluation Policy and coordinate with the USAID Policy, Planning and Learning Office when requested to do so by USAID/Colombia.

D. Afro-Colombian and Indigenous Considerations

The technical approach under this contract will integrate Afro-Colombian and Indigenous considerations into the design and implementation. Results and indicators will be, where appropriate, disaggregated by ethnicity to highlight discrepancies.

E. Gender

The contract should incorporate gender considerations, and, in particular, demonstrate any changes to the socio-economic status of women and describe any differential impacts on men and women.

F. Local Organizations

USAID/Colombia welcomes proposals from U.S., Regional, and Colombian Organizations, and recommends international organizations include Colombian organizations in consortia or as sub-contractors as appropriate.

C.7 ADDITIONAL DOCUMENTS AND INFORMATION

USAID ADS 203 Assessing and Learning:
<http://www.usaid.gov/policy/ads/200/203.pdf>

USAID ADS 201 Planning - 201.3.8 Project Design:
www.usaid.gov/policy/ads/200/201.pdf

USAID Evaluation Policy:

<http://transition.usaid.gov/evaluation/about.html>

USAID

Evaluation

Resources:

http://transition.usaid.gov/policy/evalweb/evaluation_resources.html

USAID Branding and Marking Guidelines:

<http://www.usaid.gov/branding/acquisition.html>

<http://www.usaid.gov/policy/ads/300/320.pdf>

C.8 GEOGRAPHIC FOCUS

The Contractor will monitor, visit and review projects and beneficiaries located in all the regions where USAID/Colombia develops and implements its activities and projects.

[END OF SECTION C]

SECTION D - PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

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

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

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

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

D.2 BRANDING POLICY

The Contractor shall comply with the requirements of the USAID "Graphic Standards Manual" available at www.usaid.gov/branding, or any successor branding policy.

D.3 BRANDING STRATEGY

- Program or Project Name: USAID/Colombia Evaluation and Analysis for Learning (EVAL) Project
- How the materials and communications will be positioned: The Evaluation and Analysis for Learning (EVAL) Project will use full branding and the USAID tagline "From the American People" on materials and communications, which may be translated into local languages as appropriate. Co-branding and no branding will only be considered on a case-by-case basis as considered appropriate by the Contracting Officer's Representative (COR) and Contracting Officer (CO).
- Desired level of visibility: Evaluation and Analysis for Learning (EVAL) Project has a desired high level of visibility within USAID since the purpose of the project is to provide USAID with technical and advisory services for evaluation activities at the mission (operating unit) level. Activities include both quantitative and qualitative evaluation studies and assessments as well as providing evaluation technical assistance for USAID/Colombia development programs.
- Any other organizations to be acknowledged: Project documents will not use the contractor's logo, but will acknowledge that the document was prepared for USAID's Evaluation and Analysis for Learning (EVAL) Project, by (Prime Contractor).

- There are no controls on the contractor's release or use of data that the contractor, or any subcontractor, produces in performing the contract. This Contract states that copyrights and rights to data shall be in accordance with the clause of the Contract, entitled, "Rights in Data – General" (FAR 52.227-14, Alternates III and IV).

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

Attn. (Insert COR Name-TBD)
USAID/Colombia
Unit 3030, Box 5101
DPO, AA 34004

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The COR listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

E.3 MONITORING AND EVALUATION PLAN/PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with performance standards/indicators established under Section C of this Contract shall be conducted jointly by the COR and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract. The COR and Contracting Officer will undertake periodic evaluations of the contract to discern their level of satisfaction with services rendered under this contract. The following general performance standards shall form the basis of the evaluation:

1. Results

- a) Fulfill the overall mandate of the contract.
- b) Complete activities as agreed upon in work plans.
- c) Achieve the deliverables under each task.
- d) Achieve results as outlined in the performance monitoring plan.

2. Quality

- a) Effectiveness and efficiency of professional personnel in executing roles and responsibilities of the contract, including collaboration with, and technical support to

other key organizations/committees/ministries/governments/institutions, capacity building, monitoring and evaluation. Particular attention will be paid to communication skills as well as the quality of documents, tools and reports produced under this contract.

- b) Extent to which open, transparent, and informal relations are established with USAID and multiple, sometimes competing, partners.
- c) Ability of the Contractor to take corrective action to compensate for delays which were either within or outside the Contractor's control.
- d) Understanding of, and adherence to, USAID regulations and procedures.
- e) Effectiveness in bringing critical issues/constraints to the attention of USAID and proposing appropriate solutions.

3. Cost Control/Effectiveness

- a) Actual costs incurred are consistent with the Contractor's final detailed cost proposal and the overall contract budget.
- b) Extent to which the contractor demonstrates cost control, including adequate forecasting of costs, accuracy in financial reporting and ability to attain measurable, quantifiable cost savings in the performance of the work.

4. Timeliness of Performance

- a) Full mobilization and start-up of the program within the timeframe committed to in the proposal.
- b) Timeliness of quality documentation submitted to USAID as required by the contract.

[END OF SECTION E]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
1)	FEDERAL ACQUISITION REGULATION (48 CFR Chapter	
52.242-15	STOP-WORK ORDER	AUG
1989		
52.247-55	ALTERNATE I (APR 1984) F.O.B. POINT FOR DELIVERY OF GOVERNMENT- FURNISHED PROPERTY	JUN 2003

F.2 WORKPLAN AND IMPLEMENTATION

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

The first draft Annual Work Plan will be submitted with the proposal and a final revised version must be submitted 30 days after contract award following which USAID will have the opportunity to provide comments. The first Annual Work Plan will cover the major components and overall management of the program including strategies, activities, and actors involved and expected results up to the next USG fiscal year. After the receipt of USAID comments, the contractor must revise and submit a final version within 10 calendar days for COR and CO approval. The work plan for each subsequent year shall be submitted to USAID/Colombia for approval 45 calendar days prior to commencement of the next USG fiscal year (no later than August 31), following which USAID shall have the opportunity to provide comments. After the receipt of USAID comments, the contractor must revise and submit a final version within 10 calendar days for CO and COR approval. Through its quarterly technical reports, the contractor may propose to USAID updates or revisions to the annual work plan based on changing priorities and conditions.

F.3 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to providing the services described in Section C, and requirements as set forth in AIDAR 752.242-70, Periodic Progress Reports, the Contractor must submit the following deliverables or outputs to the COR specified in Section G. All written documentation (correspondence, reports, information sheets, updates) submitted to USAID must be written in professional-level English. Reports must be submitted in Times New Roman 12-point font

unless otherwise agreed or directed by USAID. In addition to the reports outlined below and elsewhere in this contract, the fluid nature of the planned program may require the contractor to respond quickly to information requests, often with little preparation time.

A. Reports

The reports listed below will be the initial reports required from the contractor. Based on the evolving needs of the contract, USAID may approve modified reporting requirements.

- *Quarterly Technical Report* – The contractor will provide a concise quarterly technical report, approximately 20 pages, not including annexes, in professional-level English, to the USAID Contracting Officer and COR no later than 30 calendar days after completion of each of the four quarters of USAID’s fiscal year, i.e., quarters ending on December 31, March 31, June 30, and September 30, for the life of the project. These reports will summarize progress against the results, benchmarks, and milestones defined in the Work Plan and must include a description and analysis of results achieved, problems encountered and proposed solutions, planned activities not completed, lessons learned, planned activities for the next quarter, and factors influencing (positively or negatively) the prospects for achievement of program benchmarks and results. Any failure in regard to progress towards achieving established results, benchmarks, milestones and indicators must be documented and clearly justified. Any required or recommended changes or updates to the work plan will also be included in quarterly technical reports, but must have the proper approvals that are required under the annual work plan.

Finally, each quarterly technical report shall include information that demonstrates the impact that the program has had during the reporting period on its beneficiaries. This shall include the preparation of fact sheets and success stories, including photos and quotations about USAID HRP III work, especially at the community and individual levels.

The contractor will be expected to develop the format of its quarterly reports according to USAID/Colombia direction and Mission standardized procedures.

- *Quarterly Financial Reports:* The contractor will submit quarterly expenditure reports concurrently with the Quarterly Technical Reports. The Quarterly Financial Report must contain a summary page that reflects cumulative spending by line item for both quarter and life of project, followed by a detailed breakdown of all spending under each line category. The financial report will show by component and by line item the cumulative totals for the previous report, the total for the quarter being report upon, the new cumulative total, and the amount remaining to be expended for each line item and for the contract as a whole. The contractor will provide additional breakdown if needed or requested by USAID.
- *Annual Report-* The fourth quarterly technical report must provide an annual summary of the annual progress and be no more than 30 pages. This annual report may be submitted in lieu of the fourth quarterly technical report. USAID will work with the contractor during start-up to provide specific guidance on what should be included in the annual summary report.
- *Final Report* -The contractor shall submit a detailed final report of no more than 40 pages, not including annexes, in professional-level English 60 days prior to the termination of this contract. This report must include, but is not limited to: (1) a summary

of program implementation, accomplishments and shortcomings in achieving program goals and results, referring to the intermediate results listed in the contract; (2) reasons why expected results were not met, if applicable; (3) commentary upon the status of all Colombian organizations and institutions with which the contractor worked, with emphasis on institutional development, Colombianization, their expected future activities, and their capacity to develop and sustain future programs in similar programmatic areas; (4) a list of all host country, international donor, and financial institution contacts and collaboration; and (5) recommendations for any future human rights programs or initiatives. The final report must include a financial report as an annex, detailing how funds were expended, line by line.

USAID will provide comments within ten working days. After receipt of the comments, the contractor must revise and submit a final version within ten working days for USAID approval. Once the Final Report is accepted by USAID, five hard copies and one electronic copy of the final report must be submitted to the COR.

- *Special Reports*: The contractor must generate and submit to USAID special reports in the case of extraordinary, time-sensitive events. Such special reports or special briefings may be requested from the contractor by the COR, or may be produced by the contractor exercising its judgment.
- *Financial/Budget* - The Contractor will provide budget information and financial pipelines before each contract modification/incremental funding; at the end of each quarter for USAID's accruals exercise; and as required by the COR or Contracting Officer.
- *Foreign Assistance Reporting* - The contractor will provide indicator and other information as needed for reporting under the relevant Foreign Assistance Coordination and Tracking System (FACTS) objectives, areas, and elements. USAID will provide guidance on what indicators shall be tracked.
- *Field Staffing Plan* - Based on the proposal, start-up conference, and realities on the ground, the Contractor shall submit a field staffing plan to the COR. The plan shall include an organizational chart that includes names of all personnel and subcontractors (if applicable); position descriptions; and a schedule for hiring and fielding staff. The Contractor shall inform the COR in writing of changes to the field staffing plan throughout the life of the contract.

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

- *Inventory* - All U.S. Government-funded property (either Contractor-acquired or US Government-furnished) must be inventoried in accordance with the Government Property clauses of this contract. The inventory will form the basis of an equipment disposition plan for the Close-out Phase. The inventory and plan for maintaining the inventory must account for, as applicable.
- *Communications, Emergency, and Information Security Plans* - The Contractor will procure and provide Contractor staff with appropriate communications equipment and redundant systems as required for contract needs and security protocols, including licensed communications equipment (cell phones, satellite phones, laptops, radios, video/still cameras as appropriate) and redundant systems (if needed).

The following documents may be combined in one submission:

- *Operational Communications Plan*: Documentation, approved by the COR, of an Operational Communications Plan providing for equipment and systems enabling continuous and reliable communications between the Contractor, USAID, and the GOC requisite for effective contract implementation as well as staff security. This plan will also cover the provision of necessary equipment, telecommunications services, etc., to be reviewed regularly and adjusted as necessary by the Contractor in conjunction with USAID.
- *Emergency Plan*: Documentation, approved by the COR, of an Emergency Plan covering the Contractor's expatriate and local staff. This plan must include phone/SMS trees and plans for other forms of communication. In addition to being delivered to COR, it will also need to be implemented once approved.
- *Information Security Plan*: Documentation, approved by the COR, of an Information Security Plan covering the security and management of information (activities, grantees, vendors, and staff)

Due Date: 60 days after contract award

- *Security Plan* - The Contractor will submit a full security plan outlining how the Contractor will provide for the physical security of all staff throughout contract implementation. The plan must address the country and programmatic context and define specific policies for the implementation of security protocols. In addition to review and approval from USAID, the Contractor will need to vet the security plan with the Regional Security Officer.

Due Date: 30 days after contract award

- *Close-Out Plan* - The Contractor will begin to plan for contract close-out, including all programmatic, administrative, and operational functions in close coordination with the COR. A draft Close-out Plan must be submitted to the COR and CO for review and approval. The Contractor Close-out Plan must include:
 - Schedule for the final delivery of all goods and services for small grant and short term technical assistance activities.
 - Final reports and activity close-out procedures.
 - Personnel notifications and assistance.
 - Resolution of personnel and property insurance accounts, severance and social payments.
 - Organization of expatriate staff household shipments.
 - Termination of vehicle and property leases.
 - Closing of bank accounts and utilities accounts.
 - Resolution of all Government obligations.
 - Disposition Plan for Contractor-Acquired Government Owned Property.

Due Date: Six months prior to contract end date.

B. Deliverables

The deliverables indicated below are a summary of those specified in Section C.

CLIN	DELIVERABLE	DUE DATE
Impact Evaluations	Colombia Strategic Development Initiative (CSDI)	Mid-Term: November, 2014 Final: August, 2016
	Afro-Colombian and Indigenous Program (ACIP)	Mid-Term: November, 2014 Final: August, 2016
	Victims Program	July, 2015
	Green House Gas Emissions (DO level)	September, 2015
	Access to Justice (AJP)	Mid-Term: February, 2014 Final: September, 2016
	Land and Livelihoods Project	Mid-Term: Feb 2014 Final: Sept 2016
Performance Evaluations	Areas for Municipal-level Alternative Development (ADAM) Sustainability Assessment	May/June, 2013
	People-to-People Resolution of Land and Natural Resources Conflicts in Colombia (PROTIERRA)	May/June, 2013
	Mental Health Conflict Victims	May/June, 2013
	Attention for Landmine Victims in Colombia	May/June, 2013
	BIO-REDD+	August, 2014
	Human Rights Program III	March, 2015
Sector and Cross-Cutting Assessments	Assessment of the Activities Implemented Through Local Systems	September, 2015
	Tropical Forestry and Biodiversity (FAA 118 and 119) Analyses	March, 2014
TBD	Future Evaluation Activities	TBD

F.4 PERIOD OF PERFORMANCE

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

F.5 PLACE OF PERFORMANCE

The place of performance is Colombia.

F.6 KEY PERSONNEL

A. The Chief of Party and the Lead Evaluation Expert, identified below, are the only required Key Personnel for the entire contract. However, additional specialized personnel may be identified in each evaluation activity as required. For each evaluation activity issued under the contract, the Contractor will appoint as Key Personnel at least one individual to oversee technical aspects of Contractor’s performance (the Advisor).

<u>Name</u>	<u>Title</u>
TBD	Chief of Party
TBD	Lead Evaluation Expert

B. Key Personnel indicated above and as specified in the evaluation activities work plan are considered to be essential to the work being performed hereunder. Prior to replacing this key personnel, the Contractor must immediately notify both the Contracting Officer and Contracting Officer’s Representative (COR) reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel must be made by the Contractor without the written consent of the Contracting Officer.

F.7 TECHNICAL DIRECTION AND DESIGNATION OF RESPONSIBLE USAID OFFICIALS

The Contracting Officer for this contract may be contacted at the following address:

Office of Acquisition and Assistance
USAID/Colombia
3030 Bogota Place
Washington, D.C. 20521-3030

The Contracting Officer’s Representative (COR) will be designated separately.

F.8 AUTHORIZED WORK DAY / WEEK

No overtime or premium pay is authorized under this Contract, except for short-term technical assistance.

F.9 AIDAR 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)

(a) The contractor shall prepare and submit progress reports as specified in section F.3 of this contract. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with FAR 42.15 and internal Agency

procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

- (b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contractor submits the report or the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 AIDAR 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 Technical Representative (COR) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034-- Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(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 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".

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Contracting Officer is the only person authorized to make or approve any changes in the requirements, terms and conditions of this Contract and notwithstanding any provisions contained elsewhere in this Contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the contract terms and conditions, including cost.

All questions concerning the administration of this award shall be sent to the Contracting Officer. It is the responsibility of the Contractor to inform the Contracting Officer of requests that affect any and all sections of this award. The Contracting Officer is located at:

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

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

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

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

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

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

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

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

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

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

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

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

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

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

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

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

(d) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR shall bring all contracting problems to the immediate

attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

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

G.5 PAYING OFFICE

The paying office for this contract is:

Controller's Office
USAID/Colombia
Unit 3030
Box 5101
DPO AA 34004

G.6 ACCOUNTING AND APPROPRIATION DATA

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

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990

H.2 AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012) (CLASS DEVIATION NO. OAA-DEV-12-01C)

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

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

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

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

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items

- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

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

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

- (a) Contractors must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.
- (b) Exceptions.
 - (i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.
 - (ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.
- (c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by contractor employees overseas.

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

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

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

designees or alternate contact persons.

H.5 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

(a) Contract Reports and Information/Intellectual Products.

- (1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Contracting Officer Technical Representative (COR). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.
- (2) Upon contract completion, the contractor shall submit to DEC an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements.

(1) Distribution.

At the same time submission is made to the COR, the contractor shall submit, one copy each, of contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in either electronic (preferred) or paper form to one of the following:

Development Experience Clearinghouse
USAID Knowledge Services Center
M/CIO/ITSD/KM
1300 Pennsylvania Avenue, NW
RRB M.01-010
Washington, DC 20523
Phone: (202) 712-0579
Fax: (202) 216-3515
URL: <https://dec.usaid.gov>

To Submit to the Development Experience Clearinghouse:
<https://dec.usaid.gov/dec/content/submit.aspx>

The contractor shall submit the reports index referenced in paragraph (a)(2) of this clause and any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted to DEC, within 30 days after completion of the contract to one of the address cited in paragraph (b)(1)(i) of this clause.

(2) Format.

- (i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical office, the publication or

issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

- (ii) The report in paper form shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.
- (iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the paper copy.
- (iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, and Portable Document Format (PDF). Submission in PDF is encouraged.
- (v) The electronic document submission shall include the following descriptive information:
 - (A) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0.
 - (B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.
 - (C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

H.6 AIDAR 752.7007 PERSONNEL COMPENSATION (JULY 2007)

- (a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract.
- (b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

H.7 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

- (a) Limitations:
 - (1) Salary ranges for ALL the professional positions in this contract shall be established based on the market value of the position in the country of contract performance. The established range must be realistic and reasonable for the responsibilities of each position and shall not be based on the salary history or the qualifications of the candidate selected. The salary ranges shall be certified by the Contractor and submitted to the Contracting Officer with the proposal. Upon establishment of the salary ranges of the professional positions, an appropriate candidate shall be selected based on the qualifications sought for that position and the Contractor's personnel practices. That individual's salary shall be negotiated within the established range, based on his or her certified salary history and the conditions stated further in this paragraph. The Contractor shall avoid "rank in person" salaries, which are in excess of the value and the responsibilities of the position. In addition, the salary ranges may not exceed the Contractor's established policy and

practice, including the Contractor's established pay scale for equivalent classifications of employees. Nor may any individual salary or wage, without approval of the Contracting Officer, exceed the candidate's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.

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

(b) Salaries during Travel:

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

(c) Return of Overseas Employees

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

(d) Annual Salary Increases

Annual salary increases can be made in accordance with the contractor's policies and practices, applicable cost principles and the following restrictions:

Over the performance period, the maximum salary may not exceed (i) The maximum end of the certified salary range referenced in paragraph (a)(1) above unless the candidate is promoted and takes on higher responsibilities; or (ii) The Contractor Salary Threshold contained in ADS 302 and referenced in paragraph (a)(2), whichever is less.

Annual salary increases of any kind exceeding these limitations may be granted only with the advance written approval of the Contracting Officer. Automatic salary increases for those approved at the current maximum salary rate are not authorized without prior written approval by the Contracting Officer.

(e) Consultants

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

(f) Initial Salaries

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

(g) Work Week

- (1) Non-overseas Employees: The length of the contractor's U.S., non-overseas employees workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.
- (2) Overseas Employee: The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperation Country associated with the work of this contract. A five (5) day workweek is approved for this contract. No overtime or premium pay is authorized under this Contract. However, for occasions when there are essential and time-sensitive tasks to be performed that cannot be accomplished during a five-day workweek, a six-day workweek is authorized only for consultants and overseas personnel. The Contractor shall document these instances and inform the COR with a copy to the Contracting Officer.

(h) Definitions

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

H.8 AUTHORIZED GEOGRAPHIC CODE

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

H.9 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas unless otherwise stated in the contract.

H.10 LANGUAGE REQUIREMENTS AND REPORTING

All final deliverables under this contract shall be produced in English, although working/draft copies can be in Spanish or English. Personnel language requirements are as defined in Section C.

H.11 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract. A list of these names can be found at the web site of the Office of Foreign Assets Control (OFAC) within the Department of Treasury, <http://treasury.gov/ofac>.

H.12 REPORTING OF FOREIGN TAXES (JULY 2007)

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

- (2) "Commodity" means any material, article, supply, goods, or equipment.
- (3) "Foreign government" includes any foreign governmental entity.
- (4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to: Regional Financial Management Office, as follows. One copy of each report should also be sent to the respective COR for the award and one copy to the Contracting Officer:

<u>U.S. Mailing Address:</u>	<u>Business Mail</u>
USAID/Colombia	USAID/Peru
Regional Financial Management Office	Regional Financial Management Office
DOS/USAID	U.S. Embassy
3030 Bogota Place	Cra. 45 No. 24B-27
Washington, D.C. 20521-3030	Bogota, Colombia

- (e) Sub agreements. The contractor must include this reporting requirement in all applicable subcontracts and other sub agreements.
- (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

H.13 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)

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

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

H.14 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Contracting Officer an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer's 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 shall notify the cognizant Mission, with a copy to the Contracting Officer, of planned travel, identifying the travelers and the dates and times of arrival.

H.15 ELECTRONIC SUBMISSION OF DOCUMENTS

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

H.16 SECURITY CONDITIONS

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

In order to keep abreast of security conditions in Colombia, but particularly before any employee travels outside of Bogota, the Contractor shall seek information from all available sources, including the USAID/Colombia executive office, for all areas in which its employees work or travel. Contractor acknowledges that security conditions are subject to change at any moment, that USAID cannot guarantee the accuracy of any information that it may provide to the Contractor and that USAID assumes no responsibility for the reliability of such information. The Contractor has sole responsibility for approving all travel plans for its employees. The Contractor is also responsible for immediately notifying USAID/Colombia and the US Embassy American Citizen Services section in the event a US citizen employee does not return from travel as expected. In the event that USAID requests the Contractor to do so, the Contractor's chief of party shall assume responsibility for contacting all of its employees. The Contractor shall provide to the USAID/Colombia executive office the name, current address, and current home and/or cellular telephone number of the chief of party and of an alternate designated employee. The Contractor is responsible for ensuring that the information on file in the USAID/Colombia executive office is up-to-date so that in an emergency, the chief of party or alternate representative can be reached immediately and he/she can rapidly contact all other affected employees.

H.17 SECURITY PROTOCOL

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

The security plan will be approved by the COR in consultation with the USAID Mission's Security Officer. The plan must include:

- Procedures for reporting and addressing security threats.

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

H.18 SECURITY REPORTING

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

H.19 LIFE SUPPORT AND SECURITY SERVICES

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

H.20 OUTREACH AND COMMUNICATIONS SUPPORT

USAID/Colombia conducts public affairs efforts to highlight the role and contribution of U.S. assistance programs in Colombia as a way to raise public awareness, understanding, and support for USG-funded goals and activities. The contractor will enhance USAID’s outreach and communications efforts in two dimensions. The first dimension is outreach to domestic audiences. This effort will focus on describing and explaining USAID’s efforts to assist the people and government of Colombia to address the human rights needs of the country’s citizens. The second dimension, if appropriate, is to strengthen local counterparts’ ability to increase public and private commitment and community support to ensure program success and sustainability by publicizing successful stories. USAID encourages the contractor to coordinate training activities with counterparts – at the regional and local levels – to strengthen their outreach efforts to build and support external commitment. Toward this end, the contractor will prepare and share with USAID updated fact sheets and at least one success story describing the impact of the program in each quarterly technical report. In addition, the contractor will coordinate with the COR and USAID’s Information and Communications Office to provide information on the assistance programs and activities, and collaborate on public diplomacy events and VIP visits.

H.21 PROHIBITION OF ASSISTANCE TO A LAW ENFORCEMENT FORCES IN COLOMBIA

United States law currently prohibits assistance to a country's law enforcement forces in the absence of a statutory exception or other authority. U.S. law also prohibits assistance to a unit of the security forces of a country, if the U.S. Government has credible evidence that the unit has committed gross violations of human rights (**the Leahy Amendment**). Any assistance can only be provided upon USAID's exercise of an available exception/authority, and subject to contractor cooperation in the vetting procedures used for compliance with the Leahy Amendment. Please be advised that USAID will not identify, in advance, units of security forces for which there is evidence of "gross violations of human rights." For purpose of clarification, "security forces" are understood to be units of law enforcement or the military. Prison guards, customs police, border police, tax police, and the coast guard are examples of the types of units included in the category of "security forces." Examples of persons who are not considered "security forces" include government bureaucrats, prosecutors, judges and forensic lab workers. A "unit" of a security force is the lowest organizational element capable of exercising command and discipline over its members.

H.22 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT

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

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

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

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

H.23 PUBLICATIONS AND MEDIA RELEASES (JAN 2004)

(a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this award, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows: "This [publication, video or other information/media product (specify)] was made possible through support provided by the Office of _____, Bureau for _____, U.S. Agency for International Development, under the terms of Award No. _____. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

(b) Unless the recipient is instructed otherwise by the Contracting Officer Technical Representative (COR), publications, videos or other information/media products funded under this award and intended for general readership or other general use will be marked with the

USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent appropriate location in videos or other information/media products. Logos and markings of cosponsors or authorizing institutions should be similarly located and of similar size and appearance.

(c) The recipient shall provide the USAID Contracting Officer Technical Representative (COR) one copy of all published works developed under the award with lists of other written work produced under the award.

In addition, the recipient shall submit one electronic (preferred) or one paper copy of final documents to USAID's Development Experience Clearinghouse (DEC) in to one of the following:

Development Experience Clearinghouse
USAID Knowledge Services Center
M/CIO/ITSD/KM
1300 Pennsylvania Avenue, NW
RRB M.01-010
Washington, DC 20523
Phone: (202) 712-0579
Fax: (202) 216-3515
URL: <https://dec.usaid.gov>
To Submit to the Development Experience Clearinghouse:
<https://dec.usaid.gov/dec/content/submit.aspx>

(d) Electronic documents may be submitted on 3.5" diskettes or as e-mail attachments, and should consist of only one electronic file that comprises the complete and final equivalent of the paper copy; otherwise, a paper copy must be sent. Acceptable software formats for electronic documents include Microsoft Word, WordPerfect, Microsoft Excel and Portable Document Format (PDF).

(e) Each document submitted should include the following information: 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) date of publication; 6) software name and version (if electronic document is sent).

(f) In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost, as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the award unless the schedule of the award has identified the profits or royalties as program income.

(g) Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

POINTS OF CONTACT: Please reference web site <http://dec.usaid.gov> or contact one of the following concerning the document submission requirements:

For document submission questions: docsubmit@usaid.gov

For document searching questions: ksc@usaid.gov

For missing PDF/technical questions: decwebmaster@usaid.gov

Phone: (202) 712-0579

H.24 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

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

H.25 PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE THE LEGALIZATION OR PRACTICE OF PROSTITUTION – TIP ACQUISITION (MAY 2007)

(a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this contract may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the immediately preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

(b) The contractor shall insert this clause, in its entirety, in all sub-awards under this award.

(c) This provision includes express terms and conditions of the contract and any violation of it shall be grounds for unilateral termination of the contract, in whole or in part, by USAID prior to the end of the term.

H.26 ENVIRONMENTAL COMPLIANCE

- a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ads/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Offeror/contractor environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFP/contract.
- b) In addition, the contractor/recipient must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.
- c) No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.")
- d) An Initial Environmental Examination (IEE) has been approved for the USAID Colombia Democracy & Human Rights Program, including this RFP/contract, and for activities to be undertaken herein [LAC-IEE-11-40]. Pursuant to 22 CFR 216.2 (c) (2) a Categorical Exclusion is issued for the following types of activities:

- Education, technical assistance, or training programs except to the extent such training programs include activities directly affecting the environment (such as construction of facilities, etc.);
 - Analyses, studies, academic or research workshops and meetings;
 - Matching, general support and institutional support grants provided to private voluntary organizations (PVOs) to assist in financing programs where AID's objective is providing such financing does not require knowledge of or control over the details of the specific activities conducted by the PVOs;
 - Studies, projects or programs intended to develop the capability of recipient countries to engage in development planning, except to the extent designed to result in activities directly affecting the environment (such as construction of facilities, etc.)
- e) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Cognizant Technical Officer and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.
- f) If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.
- g) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

H.27 AIDAR 752.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)

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

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

H.28 INSURANCE AND SERVICES

- a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

AON Risk Insurance Services West, Inc.
 199 Fremont St., Suite 1400
 San Francisco, CA 94105

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

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

OR

(2) AON Risk Insurance Services East, Inc.
 1120 20th St., N.W., Suite 600
 Washington D.C. 20036

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

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

In compliance with new Agency guidelines, Contractors will be required to submit a copy of DBA coverage for which contract performance is to occur outside of the U.S. This document is to be provided prior to start of performance overseas.

- b) New Rates: There are three different rates depending on the nature of the services to be provided. If a contract contains more than one of the services listed, the premium will be distributed proportionally.

PERIOD		Services	Construction	Security Guards
Life of contract	xx/xx/12 – xx/xx/17	\$2.00	\$4.50	\$7.50

H.29 AIDAR 722.170 EMPLOYMENT OF THIRD COUNTRY NATIONALS (TCN'S) AND COOPERATING COUNTRY NATIONALS (CCN'S)

- (a) General. It is USAID policy that cooperating country nationals (CCN'S) and third country nationals (TCN's), who are hired abroad for work in a cooperating country under USAID-direct

contracts, generally be extended the same benefits, and be subject to the same restrictions as TCN's and CCN's employed as direct hires by the USAID Mission. Exceptions to this policy may be granted either by the Mission Director or the Assistant Administrator having program responsibility for the project. (TCN's and CCN's who are hired to work in the United States shall be extended benefits and subject to restrictions on the same basis as U.S. citizens who work in the United States.)

(b) Compensation. Compensation, including merit or promotion increases paid to TCN's and CCN's may not, without the approval of the Mission Director or the Assistant Administrator having program responsibility for the project, exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by the USAID Mission. Unless otherwise authorized by the Mission Director or the Assistant Administrator having program responsibility for the project, the compensation of such TCN and CCN employees shall be paid in the currency of the cooperating country.

(c) Allowances and differentials. TCN's and CCN's, hired abroad for work in a cooperating country, are not eligible for allowances or differentials under USAID-direct contracts, unless authorized by the Mission Director or the Assistant Administrator having program responsibility for the project.

(d) Country and security clearances. The contractor shall insure that the necessary clearances, including security clearances, if required, have been obtained for TCN and CCN employees in accordance with any such requirements set forth in the contract or required by the USAID Mission, prior to the TCN or CCN starting work under the contract.

(e) Physical fitness. Contractors are required to insure that prospective TCN and CCN employees are examined prior to employment to determine whether the prospective employee meets the minimum physical requirements of the position and is free from any contagious disease.

(f) Workweek, holidays, and leave. The workweek, holidays, and leave for TCN and CCN employees shall be the same as for all other employees of the contractor, under the terms of the contract; however, TCN and CCN employees are not eligible for home leave or military leave unless authorized by the Mission Director or the Assistant Administrator having program responsibility for the project.

(g) Travel and transportation for TCN's and CCN's. Travel and transportation shall be provided TCN and CCN employees on the same basis as for all other employees of the contractor, under the terms of the contract.

(h) Household effects and motor vehicles. USAID will not provide household effects to TCN and CCN employees; such employees may ship their household effects and motor vehicles to their place of employment on the same basis as for all other employees of the contractor, under the terms of the contract unless they are residents of the cooperating country.

H.30 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor shall comply with the requirements contained in ADS 548 which require review and approval by the Office of Information Resource Management (M/IRM) in USAID/W of

information technology components in which the life-cycle cost of commodities or services (e.g., installation, maintenance, and technical assistance) exceeds \$100,000.

1. Pursuant to ADS 547, Information Technology (IT) is defined as follows:

Information Technology

- (A) The term 'information technology', with respect to an executive agency means any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency. For purposes of the preceding sentence, equipment is used by an executive agency if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency which (i) requires the use of such equipment, or (ii) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product.
- (B) The term 'information technology' includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.
- (C) Notwithstanding subparagraphs (A) and (B), the term 'information technology' does not include any equipment that is acquired by a Federal contractor incidental to a Federal contract. (Source: Clinger-Cohen Act) (Chapters 541-548, 552)

2. The Contractor shall maintain accountable property records of IT resources. These records must identify each accountable item of U.S. Government-funded property acquired or furnished under the contract in a format acceptable to the Contracting Officer and must be furnished to the Contracting Officer six months after the effective date of the contract or task order and thereafter annually based on the effective date of the contract.

In the event any IT resources are lost, stolen, destroyed or damaged beyond economical repair, the Contractor must promptly notify both the COR and the Contracting Officer.

3. As part of the Property Disposition Plan, the Contractor will provide a separate and final inventory of sensitive property. Sensitive property is property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. The Contractor shall provide a final report to the COR and Contracting Officer on the final disposition of all sensitive property in the contractor's custody.

H.31 GOVERNMENT FURNISHED FACILITIES OR PROPERTY

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.

H.32 USAID IMPLEMENTATION OF SECTION 508 OF THE REHABILITATION ACT OF 1973 AND FEDERAL ACQUISITION CIRCULAR (FAC) 97-27 "ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY

In accordance with CIB 01-21, Contractor shall comply with USAID Implementation of Section 508 of the Rehabilitation Act of 1973 and Federal Acquisition Circular (FAC) 97-27 "Electronic and Information Technology Accessibility. Further information on Section 508 is available via the Internet at <http://www.section508.gov>

http://www.usaid.gov/business/business_opportunities/cib/pdf/cib0121.pdf

H.33 CONSENT TO SUBCONTRACT

In accordance with Contract FAR clause 52.244-2, Subcontracts, the Contracting Officer consents to award of subcontracts as proposed in the Contractor's proposal which resulted in the award of this Contract to the following firms for the products or services specified here:

Contractor Name
Services to be Performed
Amount

The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any subcontracts requiring consent but not listed here.

H.34 CONFLICT OF INTEREST

- (a) It is understood and agreed that some of the work required hereunder may place the Contractor, or its personnel or its subcontractors or their personnel (hereinafter referred to collectively as "Contractor"), in the position of having a potential personal or organizational conflict of interest (OCI), *i.e.*, because of other activities or relationships with other persons, (1) the Contractor is unable or potentially unable to render impartial assistance or advice; or (2) the Contractor's objectivity in performing the contract is or might be impaired; or (3) the Contractor may receive an unfair competitive advantage; or (4) the Contractor may have a financial or other personal interest which would or potentially would impair his/her objectivity and/or from which he/she would improperly benefit. Further discussion of OCIs may be found in FAR 9.5.
- (b) The performance/actions of personnel under this contract will be imputed to the Contractor (or subcontractor) by whom they are employed or retained, and the performance/actions of any subcontractor will be imputed to the Contractor, unless the Contractor, on a case-by-case basis, can demonstrate otherwise and satisfy the Contracting Officer that such imputation is unreasonable.
- (c) In accordance with the clause of this contract entitled "Organizational Conflicts of Interest Discovered after Award" (AIDAR 752.209-71); the Contractor agrees not to undertake any activity which may involve a personal conflict of interest or an OCI without first notifying the Contracting Officer of such potential conflict and receiving the Contracting Officer's authorization to undertake that activity.

- (d) If the potential conflict relates to performance of the work hereunder (e.g., where the Contractor is to evaluate an activity in which the Contractor had some previous involvement, thereby rendering the Contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the Contractor's objectivity), and the Contracting Officer cannot neutralize, mitigate, or avoid the conflict, the Contracting Officer may decline to authorize performance of that work by the Contractor.
- (e) If the potential conflict relates to future activities (e.g., where the Contractor is to perform a needs assessment, feasibility study, or design/development of a project or activity to be procured under another contract for which the Contractor will or might compete or which may be awarded noncompetitively to the Contractor, thereby potentially providing an unfair competitive advantage to the Contractor, and/or rendering the Contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the Contractor's objectivity; or where the work under this contract might affect the personal or financial interests of the Contractor), the Contracting Officer may decline to authorize performance of that work by the Contractor or, if such work is authorized, the Contracting Officer may place restrictions on the Contractor's future activities, as permitted by FAR 9.5., and as necessary to neutralize, mitigate, or avoid the potential conflict.
- (f) The Contracting Officer's approval to undertake such activities, if given, may be based on the Contracting Officer's determination that a significant potential conflict does not exist or does not appear to exist, or may be conditioned on the acceptance by the Contractor of restrictions on the Contractor's future activities. If restrictions are to be placed on future activities, the Contractor may decline to perform the work.
- (g) If it is discovered that the Contractor engaged in any activities which constitute a potential or actual conflict without having first obtained the Contracting Officer's approval to undertake such activities; or if it is subsequently discovered that, notwithstanding the Contracting Officer's authorization to undertake the activity based on his/her initial determination that no significant potential conflict existed or appeared to exist, a conflict did, in fact exist or arise, restrictions, as permitted by FAR 9.5, on the Contractor's future activities may be placed unilaterally by the Contracting Officer for this contract or the Contracting Officer for such other contract as may be involved in the conflict, and other remedies (including termination of this contract for default, debarment or suspension, and those permitted by the clauses of this contract entitled "Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity" (FAR 52.203-8) and "Price or Fee Adjustment for Illegal or Improper Activity" [FAR 52.203-10]), may be taken by USAID.
- (h) If it is discovered that the Contractor engaged in any activities in violation of the restrictions placed by a Contracting Officer on the Contractor's future activities, other remedies (including termination of this contract for default, debarment or suspension, and those permitted by the clauses of this contract entitled "Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity" (FAR 52.203-8) and "Price or Fee Adjustment for Illegal or Improper Activity" [FAR 52.203-10]), may be taken by USAID.
- (i) Nothing in this provision precludes the application of any other remedies available to USAID by law, regulation, or other provisions of this contract.

H.35 GENDER CONSIDERATION

To the greatest extent possible, the Contractor shall seek to include both men and women in all aspects of this program including participation and leadership in [e.g., meetings, training, etc.]. The Contractor shall collect, analyze and submit to USAID sex-disaggregated data and proposed actions that will address any identified gender-related issues. Further requirements on this are included in Section C.

USAID policy requires that gender issues be addressed as appropriate in all USAID-funded activities. The technical approach should describe how gender considerations will be integrated throughout the program and into specific activities as appropriate. The Contractor must look for gender implications or opportunities in the program, seeking to address embedded gender issues and promote gender equity, as appropriate, in all phases of program implementation and internal management. This program must address gender concerns in a fundamental way – simply setting aside funds for training of female council members, for example, will not alone be considered sufficient. Specific activities for women are appropriate. Gender indicators should be defined and tracked by the Contractor and the contractor will complete an analysis of gender as part of its initial stages of implementation.

H.36 TRANSITION OF KNOWLEDGE, SKILLS AND ABILITIES

Local capacity building is one of the principal objectives of this contract. To that end, special consideration should be given to the involvement of local firms and professionals in significant roles in order to facilitate future transfer of knowledge, skills, and abilities. The Contractor shall take into consideration the objective of sustainability. Sustainability will be determined by the capacity of Peruvian evaluation providers, and their ability to produce quality evaluations after the program ends. Local organizations will be supported, utilized, and/or built to the greatest extent possible, in order to carry out program interventions. Those organizations should become sustainable as a matter of a deliverable, not merely as a goal.

Therefore, the Contractor shall take all deliberate steps necessary to ensure:

- (a) Maximum transfer of program management skills, tools, and methods to local firms and organizations;
- (b) Maximum business opportunities for local firms; and
- (a) Maximum employment opportunity for local citizens at all levels, from program management positions to unskilled labor.

H.37 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS AND AIDAR 752.7027 PERSONNEL

In accordance with the clearance/approval requirements in paragraph (a) of AIDAR 752.7027 Personnel (DEC 1990) (incorporated in Section I) and AIDAR 752.7032 International Travel Approval and Notification Requirements (JAN 1990) (incorporated in Section I), the Contracting Officer hereby provides prior written approval for all travel **included in the approved contract budget**, provided that the Contractor obtains the COR's written concurrence with the assignment of individuals outside the United States before the assignment abroad, which must be within the terms of this contract, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall retain for audit purposes a copy of each travel concurrence. Any travel in addition to that included in the approved budget, shall require

prior approval of the Contracting Officer, as required under AIDAR 752.7032 International Travel Approval and Notification Requirements (JAN 1990).

H.38 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (July 2007)

- (a) Before a contractor (or a contractor employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAID/Washington contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the contractor to receive a building access ID, and before access will be granted to any of USAID's information systems. All contractors must physically present these two source documents for identity proofing at their USAID/Washington or Mission Security Briefing. The contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the contractor or completion of the contract, whichever occurs first.
- (b) The contractor must comply with all applicable HSPD-12 and PIV procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent related USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office.
- (c) The contractor is required to include this provision in any subcontracts that require the subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID's information systems.

H.39 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (SEPTEMBER 2006)

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems. USAID will begin issuing HSPD-12 "smart card" IDs to applicable contracts, using a phased approach. Effective October 27, 2006, USAID will begin issuing new "smart card" IDs to new Contractors (and new Contractor employees) requiring routine access to USAID controlled facilities and/or access to USAID's information systems.

USAID will begin issuance of the new smart card IDs to existing Contractors (and existing Contractor employees) on October 27, 2007. (Exceptions would include those situations where an existing Contractor (or Contractor employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing Contractor (or

Contractor employee) would need to follow the PIV processes described below, and be issued one of the new smart cards.)

Accordingly, before a Contractor (including a Personal Services Contract or a Contractor employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.)

USAID/W Contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and Contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the Contractor to receive a building access ID, and before access will be granted to any of USAID's information systems. All Contractors must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing.

The Contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the Contractor or completion of the contract, whichever occurs first.

The Contractor must comply with all applicable HSPD-12 and PIV procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent related USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office.

In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Contracting Officer.

The Contractor is required to include this clause in any subcontract that requires the subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID's information systems.

H.40 STANDARDS OF CONDUCT -- IMPROPER BUSINESS PRACTICES

Corruption or any other improper business practices related to this solicitation and any resulting contract(s) will not be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct by contractors, subcontractors and any other agent acting in connection with this contract. Examples of such unacceptable behavior include, but are not limited to providing or offering of bribes to any person associated with the contract or any subcontracts; soliciting or accepting kickbacks or bribes; and knowingly making any false or misleading accounting reports or financial statements. Contractors, subcontractors and any other agents acting under contracts awarded herein are expected to employ due diligence and have internal controls in place towards practicing good governance in execution of the contract. Any one of these entities found to have engaged in illegal activity, improper behavior, or corrupt practices will be subject to

corrective actions in accordance with the respective FAR clause incorporated into this solicitation and any resulting contract(s).

H.41 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES

Funds in this contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences" [<http://www.info.usaid.gov/pubs/ads/300/refindx3.htm>] or as approved by the Contracting Officer.

H.42 NONDISCRIMINATION (JUNE 2012)

- (a) FAR Part 27 and the clauses prescribed in that part prohibit contractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices.
- (b) USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of harassment, either sexual or nonsexual, of any employee or applicant for employment. Contractors are required to comply with the nondiscrimination requirements of the FAR.
- (c) In addition, the Agency strongly encourages all its contractors (at all tiers) to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection on these expanded bases, subject to applicable law.

[END OF SECTION H]

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

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEPT 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEPT 2007
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.203-14	DISPLAY OF HOTLINE POSTER(S)	DEC 2007
52.204-2	SECURITY REQUIREMENTS - ALTERNATE II	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER ON RECYCLED PAPER	MAY 2011
52.204-7	CENTRAL CONTRACTOR REGISTRATION	FEB 2012
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB 2012
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT OR PRICING DATA—MODIFICATIONS	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997

52.215-23	LIMITATIONS ON PASS THROUGH CHARGES ALTERNATE I	OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2011
52.216-8	FIXED-FEE	JUN 2011
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN 2011
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II	OCT 2001
52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN	JAN 1999
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	SEP 2010
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAR 2008
52.227-14	RIGHTS IN DATA—GENERAL	DEC 2007
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.228-7	INSURANCE—LIABILITY TO THIRD PERSONS	MAR 1996
52.229-8	TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.232-17	INTEREST	OCT 2010
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENTS ALTERNATE I	OCT 2008
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER —CENTRAL CONTRACTOR REGISTRATION.	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991

52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-2	PRODUCTION PROGRESS REPORTS.	APR 1991
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP-WORK ORDER ALTERNATE I	APR 1984
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I	AUG 1987
52.243-7	NOTIFICATION OF CHANGES	APR 1984
52.244-2	SUBCONTRACTS	OCT 2010
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.246-5	INSPECTION OF SERVICES—COST-REIMBURSEMENT	APR 1984
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.248-1	VALUE ENGINEERING	OCT 2010
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

NUMBER	TITLE	DATE
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AIDAR (48 CFR Chapter 7)

752.202-1	DEFINITIONS	
752.204-2	SECURITY REQUIREMENTS	
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES	OCT 1998
752.242-70	PERIODIC PROGRESS REPORTS	OCT 2007
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7025	APPROVALS	APR 1984

752.7027	PERSONNEL	DEC 1990
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7035	PUBLIC NOTICES	DEC 1991

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

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

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

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

I.2 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

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

I.3 FAR 52.209–9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JAN 2011)

- (a)(1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at [http:// www.ccr.gov](http://www.ccr.gov).
- (a)(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.
- (b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.
 - (2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the contractor revises them.
- (3) (i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

- (ii) As required by section 3010 of Public Law 111–212, all information posted In FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

I.4 AIDAR 752.4101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUN 2008)

(a) *Requirements for Voluntary Sterilization Program.* None of the funds made available under this contract shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

(b) *Prohibition on Abortion-Related Activities.*

(1) No funds made available under this contract will be used to finance, support, or be attributed to the following activities:

- (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning;
- (ii) special fees or incentives to any person to coerce or motivate them to have abortions;
- (iii) payments to persons to perform abortions or to solicit persons to undergo abortions;
- (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and
- (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this contract will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

(c) The contractor shall insert this provision in all subcontracts.

I.5 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

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

I.6 FAR 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS

SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

[END OF SECTION I]

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

EXHIBITS/ATTACHMENTS – TITLE

EXHIBIT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

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

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

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

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

ATTACHMENT 2 - PAST PERFORMANCE QUESTIONNAIRE

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

ATTACHMENT 4 - U.S. MISSION COLOMBIA LOCAL COMPENSATION PLAN
Electronic version is uploaded as a separate Adobe Acrobat (.pdf) file in <http://www.fedbizopps.gov/>

ATTACHMENT 5 – FIXED FEE PAYMENT SCHEDULE
Electronic version is uploaded as a separate Microsoft Office Excel file in <http://www.fedbizopps.gov/>

USEFUL LINKS:

1. US AGENCY FOR INTERNATIONAL DEVELOPMENT: <http://www.usaid.gov>
2. USAID AUTOMATED DIRECTIVES SYSTEM (ADS): www.usaid.gov/pubs/ads.
3. SF-1034 FORM (VOUCHER FOR PUBLIC SERVICES OTHER THAN PERSONAL): <http://www.usaid.gov/sa/usaisa/sf1034.pdf>

[END OF SECTION J]

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEPT 2007
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003

K.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012)

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

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

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

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

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

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

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

(i) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

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

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

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

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

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

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

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

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

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

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

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

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

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

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

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

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

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

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

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

(a) Definitions. As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

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

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror’s proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement will not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this

subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards—Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror will indicate by checking the box below. Checking the box below will mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror will indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

- Yes
- No

K.6 FAR 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

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

Yes No

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

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

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

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

K.8 INSURANCE - IMMUNITY FROM TORT LIABILITY

The Offeror represents that it is, is not a State agency or charitable institution, and that it is not immune, is partially immune, is totally immune from tort liability to third persons.

K.9 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title_____

Signature_____ Date_____

[END OF SECTION K]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	APR 2008
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION	JAN 2004
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY 1999
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

L.2 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

<http://www.usaid.gov/pubs/ads/300/aidar.pdf>; A Word version of the AIDAR is also available at <http://www.usaid.gov/pubs/ads/300>

L.3 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - ALTERNATE IV (OCT 2010)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and

reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L.4 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

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

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

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

Mailing Address:

Ms. Sonila Hysi
Supervisory Contracting Officer
DOS/USAID
3230 Lima Place
Washington, DC 20521-3230

Hand-Carried Address:

Ms. Sonila Hysi
Supervisory Contracting Officer
USAID/ROAA
Av. La Encalada Cdra 17 s/n
Monterrico, Lima 33, Peru

Electronic Address:

Ms. Sonila Hysi
Supervisory Contracting Officer
shysi@usaid.gov

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

L.6 EXPLANATION TO PROSPECTIVE OFFERORS

Any prospective offeror with questions regarding this solicitation must submit them in writing. Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors. All questions or requests for information must be directed only to Contracting Officer, and must be sent via e-mail to William Fothergill (wfothergill@usaid.gov) and Christine Edwards (chredwards@usaid.gov), no later than **December 7, 2012, 3:00 P.M. (Local Colombian Time)**. Both questions and answers to questions will be posted on www.FedBizOpps.gov. We will not identify the firm asking the questions. Offerors may only hold discussions regarding any aspect of this solicitation with the Contracting Officer.

L.7 GENERAL INSTRUCTIONS TO OFFERORS

- (1) Multiple Awards. The U. S. Government anticipates awarding one contract as a result of this Solicitation. This Solicitation is a small business set-aside. The Agency reserves the right to award more or fewer awards than the anticipated number of contracts than stated above.
- (2) RFP Instructions. If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be downgraded and not receive full or partial credit under the applicable evaluation criteria. If an Offeror does not understand the instructions in this Solicitation, then it must write to the Contracting Officer for clarification in advance of the deadline for the receipt of proposals (by the time and date indicated for Questions) in order to obtain an answer in time to meet that deadline.

- (3) Accurate and Complete Information. Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.
- (4) Pre-award Survey. USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the prime Contractor's financial condition, business and personnel procedures, etc.; and (3) site visits to the prime Contractor's institution.
- (5) Offer Acceptability. The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract:
 - a. Completion of Standard Form 33, Blocks 12 through 18;
 - b. Submission of proposed costs/prices and indirect cost information as required by this RFP;
 - c. Completion of the "Representations, Certifications, and Other Statements of Offerors" in Section K; and
 - d. Submission of information required by Section L or any other section of this RFP.
- (6) The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract. Offerors will follow the instructions contained in this RFP and supply all information and signature/certifications, as required, including whether or not the Offeror has a security clearance.
- (7) Proposal Preparation Costs. The U.S. Government will not pay for any proposal preparation costs.
- (8) Submission of Alternate Proposals. All Offerors must submit a proposal directly responsive to the terms and conditions of this RFP. If an Offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.
- (9) Electronic responses are required for this solicitation.
- (10) The Offeror must submit the proposal via e-mail with up to 4.5 MB limit per email compatible with Microsoft Office (Word, Excel, etc.) and/or WordPerfect in a MS Windows environment. There has been a problem with the receipt of *.zip files due to anti-virus software. Therefore, Offeror is discouraged from sending files in this format as we cannot guarantee their acceptance by the internet server.
- (11) The subject of each email should read as follows: **SOL-514-13-000001 Evaluation and Analysis for Learning (EVAL) Project E-MAIL 1 of #.**
- (12) Please submit your proposals to the e-mail addresses below by **January 9, 2012, 3:00 P.M. (Local Colombian Time)**. Receipt by any one addressee below in accordance with the deadline, will constitute timely receipt for this RFP. You will receive a confirmation from us via e-mail. Note that electronic signatures are acceptable by USAID.

- (13) The addresses for receipt of proposals are wfothergill@usaid.gov and chredwards@usaid.gov.
- (14) Offeror is reminded that e-mail is NOT instantaneous, in some cases delays of several hours occur from transmission to receipt. For this RFP the initial point of entry to the government infrastructure is USAID's Washington mail server. Offerors are strongly encouraged to review FAR 15.208.
- (15) Hand delivered proposals (including commercial courier) and facsimile transmission will not be accepted.
- (16) Proposal Clarity – Your proposal should be specific, complete, and concise. The offeror is urged to examine this solicitation in its entirety, in order to assure that the proposal contains all the necessary information, provides all required documentation and is complete in all respects since evaluation of the proposal will be based on the actual material presented and not on the basis of what is implied. The Technical Proposal in response to this solicitation should address how the offeror intends to carry out the Scope of Work (SOW) in Section C of the RFP. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. You should ensure that your Cost Proposal is consistent with your Technical Proposal in all respects since the Cost Proposal may be used as an aid to determine the offeror's understanding of the technical requirements.
- (17) Offer Acceptability - Pursuant to Block 12 of Standard Form 33 of this RFP, offerors are requested to extend the period for acceptance of offers for at least 180 days.

L.8 PROPOSAL FORMAT AND CONTENT

- (1) Proposals must be submitted in two (2) volumes: 1) TECHNICAL PROPOSAL (Includes Contractor Performance Information), and 2) COST/BUSINESS PROPOSAL. No cost information shall be presented in the Technical Proposal.
- (2) The TECHNICAL PROPOSAL and COST/BUSINESS PROPOSAL must be kept separate from each other. TECHNICAL PROPOSAL must not make reference to pricing data, in order that the technical evaluation may be made strictly on the basis of technical merit.
- (3) Proposal Page Limitation:
- i. The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

<u>Proposal Section</u>	<u>Page Limitation</u>
TECHNICAL PROPOSAL	20 pages
COST/BUSINESS PROPOSAL	No page limit

- ii. A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used. In addition, 8-point type is acceptable for graphics and tables provided that it is

legible.

- iii. Title pages and tables of contents are included from the page counts specified in paragraph (i.) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

If final revisions are requested, separate page limitations will be specified in the Government's request for that submission. Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government. The Twenty (20) Page Limitation stated above for the TECHNICAL PROPOSAL is inclusive of:

- Executive Summary;
- Technical Approach;
- Project Management; and
- Institutional Past Performance;

The following are to be included in the TECHNICAL PROPOSAL as an annex/exhibit and will NOT be subject to the twenty (20) page limitation:

- Draft Initial Annual Workplan
- Past Performance Information and Summary Chart
- Key Personnel Résumés and Letters of Commitment;
- Glossary;
- Letters of Commitment (Subcontractors);
- Letters of Support from local organizations; and,
- Employee Biographical Data Sheets
- Case Studies (There is a 4-page limit for every case study)
- Staffing Pattern & Organizational Chart

Also not subject to the 20-page limitation are:

- Cover Page;
- Table of Contents;
- List of Acronyms; and,
- Dividers

(4) The COST/BUSINESS PROPOSAL is not page limited; however, it is to be strictly limited to:

- The executed Standard Form (SF) 33;
- Responses to proposed Costs/Prices;
- Indirect Cost Information;
- Representations, Certifications, Other Statements of Offerors;
- Policies and Procedures;
- The executed Section K

- The Subcontracting Plan;
- Joint Venture Information;
- Evidence of Responsibility;
- Information to Support Consent to Major Subcontractors;
- Information Concerning Work-Day, Work-Week, and Paid Absences;
- Adequate Security Costs Documentation;
- Other Price and Cost Detail Instructions;
- The Branding Implementation Plan and Marking Plan;
- The Approach to Achieving Environmental Compliance and Management;
- Offeror Compensation Plan, inclusive of the Salary Ranges and Pay Scale for Consultants (See Section H.7);

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

The technical proposal in response to this solicitation will address how the offeror intends to carry out the Statement of Work contained in Section C, in its entirety. It must reflect a clear understanding of the objectives, the deliverables and the responsibilities of all parties involved.

The technical proposal should not merely repeat the contents of this RFP and Statement of Work; rather, it should offer original, critical thinking and analysis, related to each component and it should tie the technical approach to deliverables and results to be achieved.

In addition to a brief Executive Summary, the Technical Proposal will include the information set forth below:

1. TECHNICAL APPROACH

a. Problem Statement, Goals and Objectives:

This section shall clearly describe the context in which the program will be implemented and the offeror's understanding of the critical challenges, needs and opportunities for promoting the objectives of the program described in Section C. A succinct description of the strategic vision and the proposed methodology must be provided along with a rationale for how, over the life of the program, this methodology will coherently reach the objectives envisioned.

b. Proposed Interventions: Offerors must address in detail:

- How the proposed methodology will successfully address the objectives of the components as described in Section C, and the activities proposed under each Component in order to achieve the deliverables stated.
- The offeror's understanding of USAID/Colombia's programmatic context, USAID/Colombia's Objectives, the USAID Evaluation Policy, Gender Equality and Female Empowerment policy, as well as the USAID ADS 200 series; and the offeror's approach to incorporating these elements in the methodology to be employed and tools proposed;
- The criteria that will be used to plan and determine the methodology for the different types of impact evaluations, performance evaluations, and assessments.

c. Performance Monitoring Plan (PMP):

The PMP is a management tool that specifies indicators, targets and methodologies to enable the offeror and USAID to monitor the progress of project activities towards achieving the stated project objectives. The PMP also allows USAID to gauge the offeror's performance and understand any unforeseen changes in strategy to achieve intended results.

The offeror shall submit an illustrative PMP that ties directly to the results and deliverables under each of the Components along with a Verification Method, and includes notional indicators derived from its causal model, anticipated targets for these indicators, and a strategy for monitoring these indicators during implementation. Since the PMP must monitor its set of indicators on an ongoing basis, the offeror should select indicators that relate to the outputs and outcomes described in the causal model that it proposes. It also will describe how data will be collected for key planned results.

2. PROJECT MANAGEMENT

a. *Key Personnel:*

While the information below regarding Key Personnel may be included in Annexes, this section of the Technical Proposal must briefly summarize the candidates' suitability for the position, or any other information as appropriate:

- **Key Personnel Resumes:** The offeror will submit a complete and current resume, no more than three (3) pages in length, for each of the Key Personnel. The resume will highlight all the information required by Section C.5. The offeror will also submit three (3) references with complete contact information, for the proposed candidates, including their most recent supervisor.
- **Letters of Commitment:** The Contractor must include as part of its proposal a letter of commitment signed by each person proposed as Key Personnel confirming their present intention to serve in the stated position immediately upon award and their availability to serve for the term of the proposed contract.

Offerors shall also describe their capacity to offer a wide range of local expertise in the technical and administrative areas of the contract.

b. *Management Plan*

Offerors shall demonstrate their capacity to mobilize resources immediately and implement activities in accordance with a strict timeline and focused objectives. In addition to the key positions mentioned above, offerors will propose a coherent management plan that demonstrates superior technical expertise and an effective and efficient administrative structure.

The Management Plan will include the following sections:

1. Institutional experience of the Offeror in successfully managing complex Evaluation programs of similar scale and complexity, and in similar environments;
2. Referencing and reflecting as necessary the information contained in Annexes, the offeror's capacity to offer a wide range of local expertise in the technical and administrative areas of

the contract and a summary explanation as to how the staffing and organizational structure will lead to the achievement of the contract objectives.

3. In an Annex, the Offeror will describe in detail the staffing roles and responsibilities, and appropriate skill sets (including language), for personnel and proposed subcontractors with defined lines of management (organizational chart), supervisory authority, and technical responsibility. The offeror's staffing plan will integrate good gender practices and provide for recruitment of well-qualified local staff. The plan must also address how consultants will be used to complement full-time project staff, if at all and the utilization of financial, human resources and procurement management systems, offices, transportation and communication arrangements, as well as home office support. This information must be summarized succinctly in this portion of the Technical Proposal.
4. The offeror's teaming and partnership arrangements, highlighting local partnerships; the experience, the delineation of duties and responsibilities of each party; an explanation of how the areas of expertise are complementary; and oversight and quality control responsibilities.
5. Referencing the initial Annual Work Plan included in an Annex, the offeror's explanation as to how the work plan responds to contract requirements, including the plan for rapidly mobilizing resources, integrating results and lessons learned.

3. INSTITUTIONAL PAST PERFORMANCE

In an Annex (but summarized in this portion of the Technical Proposal), offerors must provide information on up to five (5) recent (within the past 3 years) performed contracts or on-going contracts as a prime or as a major sub-contractor, team or consortium member that demonstrate past experience in carrying out tasks **similar in content, magnitude and complexity to this requirement**.

USAID reserves the right to obtain and assess past performance information from other sources including those not named in the proposal.

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

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

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

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

Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work.

NOTE:

- (1) "Major sub-contractors" are those sub-contractors expected to perform at least 20% of the technical effort or to provide the majority professional expertise for a particular task of the contract statement of work, even if the sector is expected to be less than 20% of the effort under the entire contract.
- (2) Offerors must either submit the above information or affirmatively state that they possess no relevant directly related or similar performance experience.

L.10 INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL

A. Terms/Conditions:

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

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

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

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

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

B. Instructions:

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

A budget format to be used by offerors is provided as Attachment 3 in Section J (Budget Template). The budget format to be submitted must be substantially similar to the one provided.

It contains two worksheets – a Summary Budget and a Detailed Budget. For each CLIN, the offerors shall provide a detailed budget (breakdown) with narratives explaining the basis for the estimate for each category of cost/input in sufficient detail to facilitate determination of cost reasonableness. The detailed budget must be rolled up in summary fashion into the line items in Section B.4, or as provided in the Budget Template.

C. Content:

(1) Standard Form (SF) 33

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

(2) Proposed Costs/Prices

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

- a. The offeror must fully comply with the requirements set forth in FAR 15.408, Table 15-2, I. General Instructions A, E, G and II. Cost. Include in your cost proposal sufficient detail to support and explain all costs proposed, giving figures and narrative explanation (A line-item narrative is requested for each of the budget line items included in the sample provided). Since an award may be made without further discussion, this data must be submitted with your proposal.
- b. The cost proposal must be prepared in a manner consistent with your current accounting system. Provide a statement verifying that you have an approved Accounting System, including the approval date and the name of the reviewing office. List any other systems, such as estimating, purchasing, compensation, and budgeting, that have been reviewed or are under review, showing the status, outstanding issues, approval date, and name of the reviewing office. Identify your cognizant U.S. Government Audit Office. If applicable, provide a copy of your most current Forward Pricing Rate Agreement, a statement on the status of your Cost Accounting Standards Disclosure Statement, and the status of any unresolved Cost Accounting Standard issues.
- c. USAID encourages the use of competitively awarded fixed price subcontracts for services that can be defined objectively and for which the risk of performance is manageable. Each cost-reimbursement, or sole source fixed price subcontract shall be supported in a similar manner consistent with the instructions provided under L.1 INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL, (2) Proposed Costs/Prices. Prospective subcontractors may submit proprietary information and cost or pricing data directly to the Government no later than the date and time specified in the instructions for receipt of offers for this RFP.

- d. Identify, explain, and reconcile any differences between your cost proposal budget line items and/or rates and those budget line items and/or rates in your established accounting system. This establishes an audit trail from your proposal to your books and records.
- e. The Offeror must submit a detailed budget, per component, and budget narrative that supports item for item the cost estimates proposed in its detailed budget. The budget narrative must describe the nature of individual cost items proposed calculations and include a description of the source of that particular cost estimate (current market value, current catalogue price, current vendor price quotes, etc.). Narratives for the individual cost items must provide a discussion of any estimated escalation rates where applicable. Estimated costs proposed to exceed ceilings imposed by USAID or Federal procurement policy must be fully explained and justified.
 - i. Salary and Wages: Direct salaries and wages should be proposed in accordance with the following:
 - (A) For All Long-Term Professional Positions: a) The Offeror's certified Salary Range (see Section H.7), which must include the responsibilities associated with the position, along with the minimum requirements sought for that position; and b) The selected candidate's salary history as certified in the Biographical Data Sheets (see EXHIBIT 2 or the electronic forms that may be obtained at <http://www.usaid.gov/forms>), which will determine where the candidate's salary will fall within the appropriate salary range. Section H.7 also discusses salary escalations. Such escalations should bear in mind the top range of the scale for the position, as over the life of the project, the maximum salary may not exceed the maximum end of that range, unless the candidate is promoted and takes on higher responsibilities. As indicated in the budget template, the offeror must separate expatriate and cooperating country national labor categories for all staff.
 - (B) For All Other Long-Term Positions: The salaries and wages proposed must be in line with the market value of such positions and commensurate with the responsibilities of the position.
 - (C) For Short-Term Technical Assistance (Consultants): The Offeror must submit a Pay Scale for these positions, which will include the level of expertise (e.g., Junior, Mid-Level, Senior), along with the responsibilities and the qualifications sought for each level.
 - ii. Fringe Benefits: If the Offeror has a fringe benefit rate that has been approved by an agency of the Government, such rate must be used and evidence of its approval must be provided. If a fringe benefit rate has not been so approved, the application must propose a rate and explain how the rate was determined. If the latter is used, the narrative must include a detailed breakdown comprised of all items of fringe benefits (e.g., unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries.
 - iii. Travel, Transportation, and Per Diem: The proposal must indicate the number of trips, domestic and international, and the estimated costs per trip. Specify the origin and destination for each proposed trip, duration of travel, and number of individuals

traveling. Per Diem must be based on the Offeror's normal travel policies (Offerors may choose to refer to the Federal Standardized Travel Regulations for cost estimates). Offeror's must review all regulations related to Business Class Travel for Contractor's Employees and base cost/business proposals on current regulations.

- iv. Procurement: The Offeror must submit a list of proposed non-expendable property purchases. Specify all equipment to be purchased, including the type of equipment, the manufacturer, the unit cost, the number of units to be purchased and the expected geographic source. Goods and services provided by the Offerors under this USAID-financed award are subject to the 937 Geographic Code.
- v. Equipment and Supplies: Specify all other equipment, materials and supplies expected to be purchased, including type, unit cost, and units.
- vi. Communications: Specific information regarding the type of communication cost at issue (i.e. mail, telephone, cellular phones, internet etc.) must be included in order to allow an assessment of the realism and reasonableness of these costs.
- vii. Subcontracts (to include Security/Life Support, per paragraph (ix.) below): Information sufficient to determine the reasonableness of the cost/price of each specific subcontract and consultant expected to be hired must be included. Also be sure to include the rationale for the type of subcontract chosen. USAID highly encourages firm fixed price contracts wherever possible, or other types as appropriate in order to ensure maximum incentive for control of costs and performance based on deliverables. Time and Material, or Labor Hour contracts will not be consented to.
- viii. Allowances: Allowances must be broken down by specific type and by person. Allowances must be in accordance with the Offeror's policies and the applicable regulations and policies established by the U.S. Department of State.
- ix. Security: USAID encourages offerors to seek out turnkey or end-to-end solutions for their security and/or life support needs. Such solutions may include: provision of armored vehicles, labor for guard forces, barricades, security equipment, as well as other miscellaneous cost which directly benefit the program, often including life support. See (13) below for additional information regarding adequate security costs documentation.
- x. Environmental: The Offerors must take environmental considerations and significant environmental impacts of the proposed activities into account and assure that appropriate environmental safeguards are adopted for all activities. If applicable, Cost/business proposals must reflect sound environmental management as an integral part of all activities to be implemented. Environmental considerations are an integral part of the activities and shall not be considered as an additional component.
- xi. Office Rent: Specific information regarding the cost of any facilities needed to perform program activities. The information provided must identify the location, the unit cost (rent), the time period the facilities are needed and the number of facilities. Only facilities that directly benefit the program activities must be included in this category; all other facility costs must be included in the indirect cost category.

- xii. Other Direct Costs: This includes report preparation costs, passports and visas fees, medical exams and inoculations, insurance (other than insurance included in the Offeror's fringe benefits), as well as any other miscellaneous costs, which directly benefit the program proposed by the Offeror. The narrative must provide a breakdown and support for all other direct costs. For seminars, workshops and conferences, the Offeror must indicate the subject, venue and duration of proposed conferences and seminars, their relationship to the program objectives, along with estimates of costs. Also, offerors shall reflect costs for environmental compliance implementation and monitoring.
- xiii. Indirect Costs: The Offeror must support the proposed indirect cost rate with a letter from a cognizant U.S. Government audit agency or with sufficient information for USAID to determine the reasonableness of the rates. (For example, a breakdown of labor bases and overhead pools, the method of determining the rate, a description of all costs in the pools, etc.) The Offeror must propose indirect cost ceilings. See (3) below for additional information regarding indirect cost submission requirements.
- xiv. Fee: The proposed fee must be justifiable and appropriate for the level of complexity and risk associated with successful performance under this contract. Factors such as the sophistication and complexity of labor mix, management burden, cost risk, etc., must be reasonably considered. The fixed fee portion associated with each CLIN must also be discussed and must be commensurate with the number and complexity of deliverables associated with each Task. Pursuant to FAR 16.306(d)(1), the entire Fixed Fee will be payable upon completion of all the deliverables specified in Section F.3, within the Total Estimated Cost. However, the Offeror can propose a Fixed Fee Schedule that will allow for incremental payments of the Fixed Fee, tied to the incremental completion of deliverables. The payment schedule must be appropriate and commensurate with the level of risk associated with each deliverable.

(3) Indirect Cost Information

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

indirect cost rate(s) proposed; and

- ii. the most recent two fiscal year pool and base cost compositions along with derived rates, the bases of allocation of these rates and an independent certified audit by a certified accounting firm of these rates.

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

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

(5) Policies and Procedures

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

(6) Subcontracting Plan

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

(7) Joint Venture Information

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

(8) Evidence of Responsibility

The offeror must submit sufficient evidence of responsibility for the contracting officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. If the offeror fails to submit sufficient evidence for the contracting officer to make an affirmative determination of responsibility, then the contracting officer may make a determination of non-responsibility and be precluded from awarding a

contract to that offeror. However, in the case of a small business offeror, the contracting officer will comply with FAR 19.6. Accordingly, prime offerors shall seriously address each element of responsibility. To be determined responsible, a prospective contractor must:

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

(9) Letters of Commitment (Subcontractors)

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

(10) Biographical Data Sheets and Individual Letters of Commitment

The offeror must submit completed Contractor Employee Biographical Data Sheets (See Section J of this solicitation) for each long-term individual (other than clerical/secretarial) whose salary will be charged as a direct cost to the contract. The offeror will propose which positions/individuals are considered key/essential to the work to be performed. The form must be signed by the individual and the Offeror (or subcontractor) in the appropriate spaces with all blocks completed. Consulting fees must clearly specify the number of days for each consultancy. If the individual is on an appointment of less than 12 months (e.g., an academic year appointment for a university faculty member), the form must indicate the number of months in the appointment period. Use of Biographical Data Sheets which are more than three months old is not acceptable. Biographical Data Sheets must be presented in alphabetical order, by the

individual's surname, regardless of whether the individual is to be furnished by the prime contractor or a subcontractor. If the form reflects only the highest salary of the most recent employer, the date when such salary went into effect must be indicated. If continuation sheets are used, each must contain the individual's name, signature, and date. A SIGNED letter of commitment is required from each long-term individual indicating his/her: (a) availability to serve in the stated position, in terms of days after award; and (b) intention to serve for a stated term of the service. The letter of commitment must specify the length of commitment to the position.

(11) Information to Support Consent to Major Subcontractors

The offeror must address each of the elements in FAR 44.202-2 in order for proposed subcontractors to be considered by the contracting officer for consent of subcontractors to be granted with the initial award.

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

(12) Adequate Security Costs Documentation

Offeror must detail all proposed security costs elements, in order to allow the Contracting Officer perform a cost realism analysis of proposed security costs. Security costs documentation must be presented in a consistent format to allow the conduction of meaningful comparison and cost realism analysis. The CO will consult with the Regional Security Office (RSO), when reviewing the reasonableness of proposed security costs. The following are some examples of possible security cost breakout elements:

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

(13) Other Price and Cost Detail Instructions

The proposed cost for five years shall be based on the information set forth above. These estimates are for proposal and selection purposes only and are not a guarantee for any contract that may be awarded. Assume a contract start date of May/June 2012.

All cost and pricing information shall be submitted in a format consistent with the contract's five-year period of performance with details by contract year and in total. The prime Contractor and any significant direct labor subcontractor(s) (One whose proposed cost exceeds US\$1,000,000.00) shall submit other than cost and pricing information to support their proposal(s) using the format contained in Section J as Attachment 3.

L.11 BRANDING IMPLEMENTATION PLAN AND MARKING PLAN

(1) Branding Implementation Plan

The offeror must prepare a Branding Implementation Plan describing how it will implement the Branding Strategy provided in Section J, Attachment 2. The Branding Implementation Plan must describe how the program will be promoted to beneficiaries and host country citizens.

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

(2) Marking Plan

The offeror must prepare a Marking Plan that will enumerate all of the public communications, commodities and program materials that visibly bear or will be marked following the guidance in the Branding Strategy provided in Section D.

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

[END OF SECTION L]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

M.2 GENERAL INFORMATION

- (a) The Government may award a contract without discussions with offerors in accordance with FAR 52.215-1.
- (b) The Government intends to evaluate offerors in accordance with Section M.3 of this RFP and make contract award to the responsible offeror(s) whose proposal(s) 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, cost, and other factors.
- (c) The submitted technical information will be scored by a technical evaluation committee using the technical criteria shown below. The evaluation committee 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.
- (d) In accordance with FAR 15.304(e)(1), all evaluation factors other than cost/price when combined are significantly more important than cost/price factors.

M.3 EVALUATION FACTORS

Technical proposals will be evaluated by a technical evaluation committee using the factors shown in this Section. The factors below are presented by major category in descending order of importance, so that the Offerors know which areas require emphasis in the preparation of the proposals. Based on the assessment of the technical qualities of the proposals and the evaluation of cost as described in Section M.4 below, a competitive range may be established.

The factors below reflect the requirements of this particular solicitation. Offerors should note that these factors serve both: a) as the standard against which each Technical Proposals will be evaluated; and b) to identify significant matters which the Offeror should address in their proposals.

FACTOR 1 - TECHNICAL APPROACH

The sub-factors below are listed in descending order of importance:

- (1) The extent to which the Offeror provides a clear, logical, technically sound, and feasible approach that reflects an expert understanding of USAID/Colombia's country and regional programmatic context and priorities; an innovative methodology that addresses the SOW objective in an integrated fashion and in a manner that ensures sustainability; employs innovative approaches and methodologies; reflects participation of local expertise, partners and stakeholders; reflects integration of gender considerations throughout; and demonstrates expertise on the design of innovative methodologies for large scale evaluations, such as that required for the Colombia Strategic Development Initiative (CSDI);
- (2) The extent to which the Offeror's methodology incorporates and reflects an expert understanding of USAID's Evaluation Policy, Gender Equality and Female Empowerment policy, as well as USAID's policy on programming, assessing and learning (Automated Directives System (ADS) 200 series); and clearly links the criteria to be used for the various deliverables outlined in Section C, to these USAID principles and policy elements; and
- (3) The extent to which the Offeror proposes a clearly organized, comprehensive and appropriate Performance Monitoring Plan that reflects a robust approach for collecting, analyzing, tracking and reporting data for all the work envisioned in Section C.

FACTOR 2: PROJECT MANAGEMENT AND KEY PERSONNEL

The sub-criteria below are listed in descending order of importance, with sub-criteria (1) and (2) of equal importance:

- (1) The extent to which the staff proposed demonstrates the breadth and depth of international and local professional technical expertise and experience required to implement this project and Key Personnel proposed meets the minimum qualifications identified in Section C. Demonstrated capacity to field a wide range of expertise, particularly local, in the technical areas that are key to the project success;
- (2) The extent to which the offeror's institutional experience, staffing and partnership arrangements demonstrate expertise and commitment towards achieving the contract objectives, and to developing sustainable local capabilities; and the extent to which the proposed management plan supports directly and clearly the successful implementation of the program; and
- (3) The extent which the initial work plan clearly demonstrates responsiveness to the requirements, capacity to mobilize and utilize resources rapidly, effectively, efficiently and in a way that will yield immediate and visible program results.

FACTOR 3: INSTITUTIONAL PAST PERFORMANCE

Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the offeror/subcontractor. USAID will utilize existing databases of Contractor

performance information and solicit additional information from the references provided in accordance with Section L of this RFP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror's performance.

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

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

In cases where (i) an offeror lacks relevant performance history, (ii) information on performance is not available, or (iii) an offeror is a member of a class of offerors where there is provision not to rate the class against a sub factor, then the offeror will not be evaluated favorably or unfavorably on performance. An exception to this neutral rating provision: the non-small businesses prime with no history of subcontracting with small business concerns. Prior to assigning a "neutral" past performance rating, the Contracting Officer may take into account a broad range of information related to an offeror's performance.

USAID will evaluate each Offerer's experience and the experience of each major subcontractor (expected to provide at least 20 percent of the total labor) on the basis of its reputation with its former and current customers and others on the following, at a minimum:

- Experience to undertake work similar to that described in the statement of work. Experience in managing complex projects and responding to different client groups, including evidence of successful collaboration.
- Experience in conducting complex evaluations and assessments, using of state-of-the-art innovative and creative methodologies, including multi-sectoral evaluations in developing countries.
- Experience in using local personnel and organizations in conducting evaluations and assessments in developing countries.
- Experiencing in assembling high quality technical assistance teams, placing them in the field in a timely manner and providing them with all necessary support. This ability should be evidenced by organizational commitment and organizational systems designed to utilize local consortium members as appropriate.
- Demonstrated ability to build and maintain relationships with host country counterparts and collaborate with USAID and other donors.

M.4 COST PROPOSAL EVALUATIONS

USAID will also evaluate the proposed costs to determine if they are fair and reasonable using proposal analysis techniques consistent with FAR 15.404. Each cost proposal will be evaluated but will not be assigned a rating. The evaluation of cost will include a determination of cost realism, completeness, and reasonableness. An analysis of the proposed cost will be conducted to determine the validity and the extent to which it reflects performance addressed in the technical proposal. An assessment will be made of the offeror's capability to accomplish the

contract objectives within the estimated cost proposed. The cost proposal will be used as an aid to determine the offeror's understanding of Technical Requirements.

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

M.5 SOURCE SELECTION

- (a) The overall evaluation methodology set forth above will be used by the Contracting Officer as a guide in determining which proposal(s) offer the best value to the U.S. Government. In accordance with FAR 52.215-1, and as set forth in Section L of this solicitation, award will be made by the Contracting Officer to the responsible Offeror(s) whose proposal(s) represents the best value to the U.S. Government after evaluation in accordance with all factors in the solicitation.
- (b) This procurement utilizes the tradeoff process set forth in FAR 15.101-1. If the Contracting Officer determines that competing Technical Proposals are essentially equal, cost/price factors may become the determining factor in source selection. Conversely, if the Contracting Officer determines that competing cost/price proposals are essentially equal, technical factors may become the determining factor in source selection. Further the Contracting Officer may award to a higher priced Offeror if a determination is made that the higher technical evaluation of that Offeror merits the additional cost/price.

M.6 DETERMINATION OF COMPETITIVE RANGE

- (a) The competitive range of Offerors with whom negotiations will be conducted (if necessary) will be determined by the Contracting Officer pursuant to FAR 15.306(c) (1). A competitive range determination (if necessary) may take place at any point in the evaluation process.
- (b) Offerors are advised that, in accordance with FAR 52.215-1, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

[END OF SECTION M]

EXHIBITS/ATTACHMENTS

EXHIBIT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

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

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

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

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

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

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

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

EXHIBIT 2 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

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

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

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

14. EMPLOYMENT HISTORY

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

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

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

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

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

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

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

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

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

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

INSTRUCTION

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

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

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

3. General professional proficiency

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

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

4. Advanced professional proficiency

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

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

5. Functional native proficiency

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

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

PAPERWORK REDUCTION ACT INFORMATION

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

PAPERWORK REDUCTION ACT NOTICE

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

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

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

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

Identification Data

Contractor: _____

Address: _____

Solicitation or Contract Number: _____

Project Title: _____

Total Amount of Contract (Including Options) \$ _____

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

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

1. Type of Plan (Check One)

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

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

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

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

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

(*Expressed as a percentage of "A")

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

(Check all that apply)

Subcontracted

(Attach additional sheets if necessary.)

- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with –
 - (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) HUBZone small business concerns;
 - (iv) Small disadvantaged business concerns; and
 - (v) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for

construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will –

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

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

ADDRESS:

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

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

SUBCONTRACTING PLAN AUTHORIZATION:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE: _____

EXHIBIT 4 - BRANDING IMPLEMENTATION PLAN AND MARKING PLAN

(To be submitted by offeror)

TEMPLATE GENERAL INSTRUCTIONS

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

THIS PORTION IS CREATED BY THE CONTRACTOR

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

1.0 HOW TO INCORPORATE THE MESSAGE

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

1.1 MESSAGES

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

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

2.0 HOW TO PUBLICIZE THE PROGRAM, PROJECT OR ACTIVITY

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

2.1 TOOLS

The following communication tools will be used: CHANGE AS NEEDED

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

3 KEY MILESTONES OR OPPORTUNITIES

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

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

4 AUDIENCES

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

4.1 Primary audience:

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

4.1.2 Secondary audience:

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

5 ACKNOWLEDGEMENTS

5.1 ACKNOWLEDGING USAID AND THE USAID EQUATE FUNDING MECHANISM

Except as otherwise provided for CSDI zones, the following acknowledgment will be included on external USAID _____ project publications and internal publications, such as quarterly reports, as appropriate:

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

contract number _____.

5.2 ACKNOWLEDGING HOST-COUNTRY GOVERNMENTS

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

5.3 ACKNOWLEDGING OTHER HOST-COUNTRY PARTNERS

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

5.4 CO-BRANDING WITH OTHER INTERNATIONAL ORGANIZATIONS

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

5.5. GENERAL EXCEPTION TO BRANDING IN CSDI ZONES

The contractor will follow the general exception to branding in CSDI zones as explained above

GENERAL INSTRUCTIONS

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

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

THIS PORTION IS CREATED BY THE CONTRACTOR

Marking Plan for the _____ Project (_____)

Below is the required Marking Plan:

1.0 MARKING

1.1 MARKING PLAN FOR MATERIALS TO BE PRODUCED

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

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

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

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

THIS PORTION IS CREATED BY THE CONTRACTOR

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

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

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

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

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

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

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

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

1.2 GRANTS UNDER CONTRACTS

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

1.3 PREPRODUCTION REVIEW

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

ATTACHMENT 1 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. CONTRACT</p> <p><input type="checkbox"/> b. GRANT</p> <p><input type="checkbox"/> c. COOPERATIVE AGREEMENT</p> <p><input type="checkbox"/> d. LOAN</p> <p><input type="checkbox"/> e. LOAN GUARANTEE</p> <p><input type="checkbox"/> f. LOAN INSURANCE</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. BID/OFFER/APPLICATION</p> <p><input type="checkbox"/> b. INITIAL AWARD</p> <p><input type="checkbox"/> c. POST-AWARD</p>	<p>3. Report Type</p> <p><input type="checkbox"/> a. INITIAL FILING</p> <p><input type="checkbox"/> b. MATERIAL CHANGE</p> <p>FOR MATERIAL CHANGE ONLY:</p> <p>YEAR QUARTER</p> <p>DATE OF LAST REPORT</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> PRIME <input type="checkbox"/> SUBAWARDEE</p> <p>TIER _____, IF KNOWN:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number if known:</p>	<p>9. Award Amount if known:</p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>	<p>b. Individual Performing Services (including address if different from No. 10A) (last name, first name, MI)</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		<p style="text-align: right;">AUTHORIZED FOR LOCAL REPRODUCTION Standard Form - LLL (Rev.7-97)</p>

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

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

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

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

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

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

ATTACHMENT 2 - PAST PERFORMANCE QUESTIONNAIRE

REQUEST FOR PROPOSALS No.: 518-12-000004

Please fill out the following questionnaire as clearly and as objectively as possible. The information you provide will be used for source selection purposes. Please send the filled out questionnaire directly to the United States Agency for International Development (USAID) in Peru by email at LimaSolicitations@usaid.gov, not later than October 16, 2012.

SECTION A: (To be filled by the offeror)

Offeror's Name: _____

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

Project Name: _____

Project Scope/Description: _____

Period of Performance: _____ Dollar Value of Contract: _____

Name of Contact Person: _____ Phone: _____

Date Contacted: _____ Employer: _____

Contact's Role or Knowledge of the Project: _____

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

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

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

3. Please comment on the Quality of your Relations with the Contractor during contract performance: _____

4. Please comment on the Contractor's Ability to Control Costs: _____

Please provide comments on Contractor's Key Personnel: _____

Other Comments: _____

Signature of the Referee: _____

ATTACHMENT 3 – BUDGET TEMPLATE

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

ATTACHMENT 4 - U.S. MISSION COLOMBIA LOCAL COMPENSATION PLAN

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

ATTACHMENT 5 – EXAMPLE OF A FIXED FEE PAYMENT SCHEDULE

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