



REQUEST FOR PROPOSAL

Ethiopian Market Linkages and Export Facilitation

J802B-011-2013

Under

USAID/Ethiopia Agricultural Growth Program-Agribusiness and Market
Development (AGP-AMDe)

Funded By

United States Agency for International Development (USAID)
AID-663-TO-11-00003

Original RFP Release Date:	October 30, 2013
Second RFP Release Date:	November 21, 2013
Performance Period:	Jan.1, 2014 – Dec. 31, 2015
Proposal Submission Deadline:	5:00 p.m. EDT, Dec.15, 2013
Question/ Inquiry Submission Deadline:	5:00 p.m. EDT Dec. 2, 2013

This Request for Proposal (RFP) is the exclusive, confidential, proprietary property of ACDI/VOCA. It may not be copied, transmitted, or disclosed by any means without the express written consent of ACDI/VOCA. By accepting a copy hereof, recipient agrees to 1) be bound by the terms and conditions contained herein (including but not limited to the confidentiality provisions), 2) use the RFP (and any related documents) solely for evaluation purposes and for responding to this RFP and 3) return or destroy the RFP (and any related documents) upon ACDI/VOCA's request or upon your decision not to respond to this RFP.

Table of Contents

I.	INTRODUCTION	3
a.	Company Background.....	3
b.	Program Background	3
II.	PROPOSAL	3
a.	Purpose.....	3
b.	Scope of Work	4
III.	CONTRACT MECHANISM & TERMS OF PAYMENT	5
IV.	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	5
a.	Instructions for Proposal Preparation.....	5
1.	Capability and Technical Experience Statement.....	5
2.	Project Staffing	6
3.	Cost Proposal	6
4.	References.....	6
b.	Instructions for Submission of Proposal	6
V.	CRITERIA FOR EVALUATION	7
VI.	SOLICITATION PROCESS.....	7
VII.	TERMS AND CONDITIONS	7
a.	Late Submissions	7
b.	Modification of RFP Requirements	7
c.	Withdrawals of Proposals	7
d.	Right of Negotiation and Acceptance of Proposal.....	7
e.	Validity of Proposal	8
f.	Minimum Offeror Qualifications	8
g.	Intellectual Property Rights	8
VIII.	ATTACHMENTS	8

I. INTRODUCTION

a. Company Background

Based in Washington, D.C., ACIDI/VOCA is a nonprofit international development organization that delivers technical and management assistance in agribusiness, financial services, enterprise development, community development and food security in order to promote broad-based economic growth and vibrant civil society. For more information, go to www.acdivoca.org.

b. Program Background

The USAID/Ethiopia Agricultural Growth Program-Agribusiness and Market Development (AGP-AMDe) Project is the flagship project under USAID's Feed the Future (FTF) Strategy for Ethiopia and is USAID's largest contribution to the government of Ethiopia's (GoE) Agricultural Growth Program (AGP). AGP supports the Comprehensive African Agricultural Development Program (CAADP) framework by strengthening agricultural productivity and markets in the high rainfall regions of Amhara; Oromia; Southern Nations, Nationalities, and People's Region (SNNPR); and Tigray.

In line with the overall objectives of AGP and the ATA national strategy, AGP-AMDe will sustainably reduce poverty and hunger by improving the productivity and competitiveness of value chains that offer jobs and income opportunities for rural households. Project wide target value chains are wheat, maize, sesame, chickpea, coffee and honey.

II. PROPOSAL

a. Purpose

ACIDI/VOCA is soliciting proposals from organizations capable of providing technical assistant to improve the quality of Ethiopian exports including sesame, chickpea, honey and support to coffee as needed. Organizations must also be capable of submitting the required reports such as bi-monthly, quarterly and trade show as part of the Program's goals of increasing trade of Ethiopian exports of targeted value chains. Emphasis will be placed on, market perception, marketing, promotion, increased exports and investments and market linkages for the targeted agricultural products.

USAID AGP-AMDe uses a value chain approach to increase the competitiveness of select agricultural products, enhance access to finance, and stimulate innovation and private sector investment. Ethiopia is identified among the top 5 producers in Africa for each of the AGP-AMDe target value chains. For several of these crops, Ethiopia is famed not only for the quantities produced, but also for the product characteristics that are unique to the country. Unfortunately, these comparative advantages are not currently being exploited to the benefit of the country and its smallholder producers.

The Offeror/Contractor will be required to work with the AGP-AMDe team and in coordination with AGP, cooperatives and unions, processors, exporters, exporter associations and other partners to make recommendations for transforming comparative advantages into competitive advantages and increasing value and volume of sales in export markets. The Offeror/Contractor will work closely with AGP-AMDe staff and partners to address international standards for quality, marketing and investment opportunities.

This contract should contribute to and measure performance indicators, including but not limited to:

- Increased market linkages (target: 50)

- Increased exports (target: \$20,000,000)
- Increased incremental sales at farm gate (target: \$10,000,000)
- Increased investment (target: \$5,000,000)
- Increased jobs (target: 5,000)
- Number of organizations assisted (target: 100)
- Number of people trained (target: 1,000)
- Increased loans to facilitate exports (target: \$15,000,000)

Offeror/Contractor is required to propose how it will address the performance indicators listed above and how it will commit to gathering and contributing to data collection for all of the listed result indicators. Refer to Appendix C for more detailed performance monitoring plan targets.

b. Scope of Work

Based on ongoing activities and discussions with project staff, partners, and value chain actors, the Offeror/Contractor will be required to make recommendations, plan marketing and promotional campaigns, facilitate business to business linkages, and ensure successful delivery on orders in three broad intervention areas to facilitate increased exports of sesame, chickpea, honey and to promote coffee as requested. The assignment is likely to include at least four international trips to Ethiopia, in addition to any necessary international travel to attend trade shows described below. The Offeror/Contractor will accomplish the aforementioned assignment by providing the following services for approximately 15-20 agribusinesses or cooperatives for each value chain:

- Quality – Provide recommendations on improving the quality of Ethiopian chickpea, honey and sesame such as by improving sorting, addressing residual chemical issues, and increasing certified organic hectares and facilities per specific international market requirements. Address quality issues of production facilities, FCUs and primary cooperatives related to US, European and Asia import quality requirements
- Variety, Packaging, Specifications – Ensure that variety produced and export packaging meets international market and specific contractual demands, specifically addressing Asia, Middle East, EU and US markets and preferences.
- Improve Capacity of Exporters – Prepare exporters for exportation by training in export market success strategy and develop company and product materials to support the marketing and business linkages of Ethiopian agricultural products. This will include:
 - A multi-step process, which includes on-going training and technical assistance for international market entry strategies and processes, and culminating with face-to-face meetings between Ethiopian FCUs or exporters and other stakeholders with buyers in Asia, United States, Europe and the Middle East.
- Trade show facilitation –
 - Prior to trade show, complete the following:
 - Develop company profiles and product specification sheets for each exporter scheduled to attend international trade shows and their sample or display products.
 - Target international buyers and arrange meetings prior to and at the show
 - Coordinate booth design, promotional handouts and logistics with all partners

At the trade show, complete the following:

- Organize all promotional activities at tradeshow including arranging meeting with buyers, facilitate buyer-exporter discussions, facilitate negotiations and walk the floor with Ethiopian participants and facilitate site visits
- Coordinate at each tradeshow a buyers event (such as a breakfast or lunch event)

After the trade show, complete the following:

- Follow up on tradeshow contacts including linkages between Ethiopian delegates who meet buyer market requirements (quality, quantity, availability) and appropriate buyers

- Prepare summary of tradeshow results and deliver best practices report
- Prepare feedback and next steps for each participant

The Offeror/Contractor is expected to organize and attend the following events including finding hotel accommodations, securing trade show booths, etc. for 10-12 Ethiopian delegates per show:

- Gulfood Show: 2014, 2015
- Food Ingredients or appropriate US show 2014, 2015
- EPOSPEA 2014, 2015
- SIAL 2014, ANUGA 2015
- Apimondia: 2015
- Asia show (to be proposed for 2014, 2015)
- In-country technical assistance, requiring trip(s) to Ethiopia as proposed by the Offeror/Contractor
- Modifications/additions of trade shows may be made by the Offeror; the Offeror/Contractor is expected to assist when requested.

III. CONTRACT MECHANISM & TERMS OF PAYMENT

ACDI/VOCA anticipates issuing a time and materials contract to an Offeror/Contractor. ACDI/VOCA will issue a time and materials contract based on submission and ACDI/VOCA acceptance of deliverables. A copy of the contract template is attached to this RFP for informational purposes; however, the issued subcontract may vary slightly.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

a. Instructions for Proposal Preparation

The selection committee will evaluate the Offerors based upon their written technical and cost proposals. Each section will be evaluated according to the criteria for evaluations in Section V. Offerors are expected to examine the specifications and all instructions in the RFP. Failure to do so is at the Offeror's risk. Interested Offerors must provide the following:

1. Capability and Technical Experience Statement

Demonstrate capabilities and technical experience by providing the following:

- Organization Overview: Give a brief, general overview to demonstrate the Offeror's overall qualifications to fulfill the requirements of this RFP.
- Capabilities Statement: Provide a comprehensive discussion of the Offeror's capabilities, experiences, resources, support and any current/recent experience for conducting similar scopes of work as described above. Insert specifics, such as insurance information, warranties, guarantees, etc.
- Specific examples of relevant prior experience, including references and industry contacts, international market transactional experience, deal facilitation track record.
- Bios and CVs of all key and technical staff.
- Project Approach: Give a description of methodologies, sample design, timeline of activities and reporting plan you are recommending to achieve the described scope of work.
- Partner/Subcontractor: Give a description of any partner organization or subcontractor that you might contract with and a description of the division of level of effort and responsibility between your organization and the partner or subcontractor.
- Website: If the Offeror has a website or can post examples of their work, please indicate the website. Do not send any materials with the proposal. They will be returned unopened.
- Activity (work) Schedule
- Monitoring & Evaluation plan

2. Project Staffing

Identify the project staffing and the percentage of the time each will spend on this activity. Include a CV or no more than a half-page biosketch for each individual considered essential for the successful implementation of this contract.

3. Cost Proposal

Offerors will submit a proposed budget with their proposals in a separate, sealed envelope labeled “Budget Proposal.” The proposed budget will have sufficient detail to allow evaluation of elements of costs proposed. Budgets should be submitted in the currency in which your organization is located and will be paid; please label your budget with the name of the currency. ACDI/VOCA reserves the right to request any additional information to support detailed cost and price.

Offerors should include a budget break down by:

- 1) Labor costs including the names of staff who will conduct work, unit labor costs
- 2) Travel costs to include air and ground transport to site visits
- 3) Event costs including booth, signage, buyer events, printing, required translation etc.
- 4) Agency fees
- 5) Indirect costs.

See Appendix B for a sample budget format.

4. References

Please include three client references and contact information. References should have worked with your organization within the past two years in connection with the countries or regions (and if possible, subject matter) applicable to this RFP.

b. Instructions for Submission of Proposal

1. The technical and cost proposals shall be separately in electronic format and identified as such. Each file shall be clearly identified with the RFP number and the Offeror’s/Contractor’s name.

All responses to this RFP must be received no later than the submission deadline on the cover page of this RFP. Offerors/Contractors must submit the proposal in the following formats (*electronic format, PDF, Microsoft Word, and Microsoft Excel*) to:

ACDI/VOCA

Attention: Rachel Mahmud

Email: ethiopiaagp-amde@joinav.org

2. All inquiries and requests for information regarding this RFP must be submitted by email to the following individuals no later than the question/inquiry submission deadline on the cover page of this RFP. Reference the RFP number in all questions/inquiries.

Name:	Rachel Mahmud
Email:	ethiopiaagp-amde@joinav.org

3. ACDI/VOCA will not compensate Offerors/Contractors for their preparation of responses to this RFP.

V. CRITERIA FOR EVALUATION

ACDI/VOCA will evaluate proposals based on a best-value determination; Offerors should submit their most competitive cost proposal. Proposals will be evaluated using the following criteria:

Evaluation Criteria	Points*
Technical Approach/Specifications	20
Key Staff and Quality Control Mechanisms	20
Company Capabilities	20
Past Performance/Reference	15
Presence of Offeror in Region of Country for delivery/performance	5
Price/Cost Proposal	20
Total Possible Score	100

The evaluation committee will review the technical proposal based upon the technical criteria listed above. The cost proposals will be reviewed to ensure they are complete and free of computational errors. The committee will also assess the reasonableness of costs and the cost-effectiveness of the budget, and will determine whether the costs reflect a clear understanding of project requirements. A contract will be offered to the responsible Offeror whose proposal follows the RFP instructions and is judged to be the most advantageous to ACDI/VOCA.

VI. SOLICITATION PROCESS

Once the RFP is released, the Offerors must prepare a formal proposal to be sent to the contact person at ACDI/VOCA as indicated in Section IV (b) (1). The submitted proposals will be reviewed against the criteria for evaluation defined in Section V above and rated on their ability to satisfy the requirements stated in this RFP document. A preferred Offeror will be chosen and formally notified. A formal contract will be negotiated with the selected Offeror and, if endorsed, the Offeror will begin work on the project.

VII. TERMS AND CONDITIONS

a. Late Submissions

Proposals received after the submission deadline stated in the cover page of this RFP may not be considered. Offerors will be held responsible for ensuring their quotations are received according to the instructions stated herein. A late offer will be considered if the cause was attributable to ACDI/VOCA or its employees/agents, or if it is in the best interest of ACDI/VOCA.

b. Modification of RFP Requirements

ACDI/VOCA retains the right to terminate the RFP or modify the requirements upon notification to Offerors.

c. Withdrawals of Proposals

Proposals may be withdrawn by written notice via email at any time before award. Proposals may be withdrawn in person by an Offeror or authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

d. Right of Negotiation and Acceptance of Proposal

This RFP represents a definition of requirements and is an invitation for submission of proposals. ACDI/VOCA reserves the right to fund/award any or none of the submitted proposals. No commitment is

made, either expressed or implied, to compensate Offerors for costs incurred in the preparation and submission of their proposal.

ACDI/VOCA may reject any proposal that is nonresponsive. A responsive proposal is one that complies with all terms and conditions of the RFP. A proposal must be complete, signed by an authorized signatory, and delivered no later than the submission time and date indicated on the cover sheet of this RFP.

ACDI/VOCA may reserve the right to waive any minor discrepancies in a proposal.

ACDI/VOCA reserves the right to issue an award based on the initial evaluation of proposals without discussion. ACDI/VOCA also reserves the right to enter into best and final negotiations with any responsive Offerors for all or part of the proposed scope.

e. Validity of Proposal

Proposals submitted shall remain open for acceptance for 60 days from the last date specified for receipt of proposals. This includes, but is not limited to, pricing, terms and conditions, service levels, and all other information. If your organization is awarded the contract, all information in the RFP and negotiation process is contractually binding.

f. Minimum Offeror Qualifications

Offerors submitting proposals must (1) be officially licensed to do such business in Ethiopia, (2) be able to receive USAID funds and (3) not have been identified as a terrorist. In addition, Offeror may be required to provide the following information:

- Documentation to verify licensure (e.g., tax id, registration certificate, etc.)
- Demonstration of adequate management and financial resources to perform the contract
- Satisfactory records of performance history, integrity and business ethics

g. Intellectual Property Rights

All tangible or intangible property created or acquired under this contract shall be the exclusive property of ACDI/VOCA and the donor. The term “property” includes all data and reports associated with this engagement. Reference is made to Sections 12 and 13 in the business terms and conditions attached in Appendix A.

VIII. ATTACHMENTS

Appendix A: Sample Time and Materials Contract Template

Appendix B: Sample Budget Format

Appendix C: Technical Proposal Submission Sheet

Appendix A



Time and Materials Subcontract

between

ACDI/VOCA

50 F Street, N.W.
Suite 1075
Washington, D.C. 20001

And

(COMPANY NAME)
(ADDRESS)

Period of Performance:

Total Estimated Cost: \$

This Subcontract is accepted and shall be binding on both parties, except as otherwise provided for herein. An officer signing this document on behalf of SUBCONTRACTOR warrants that he or she has full authority to sign this document. Any notice required by this Subcontract shall be in writing and delivered by certified or registered mail return receipt requested to the following:

ACDI/VOCA

Name:

Title

Signature

Date

SUBCONTRACTOR

Name:

Title

Signature

Date

SCHEDULE

SECTION A:

I: INTRODUCTION

THIS SUBCONTRACT AGREEMENT by and between **ACDI/VOCA** (hereinafter referred to as “**ACDI/VOCA**”), a private non-profit organization incorporated under the laws of the State of Illinois, with principal offices located at 50 F Street N.W., Suite 1075, Washington, D.C. 20001 and _____, (hereinafter referred to as “the SUBCONTRACTOR”), with its principal place of business, for purposes of performance under this Subcontract Agreement, at _____, covers the period of performance from _____ through _____. This Subcontract is subject to USAID approval.

ACDI/VOCA has entered into a Contract with the U. S. Agency for International Development (USAID), (CONTRACT #), (TASK ORDER #) for the (NAME OF PROGRAM) program.

ACDI/VOCA and SUBCONTRACTOR desire to enter into an agreement pursuant to which ACDI/VOCA will retain the services of SUBCONTRACTOR; and SUBCONTRACTOR will agree to furnish its services to **ACDI/VOCA** in connection with the Engagement as a SUBCONTRACTOR to **ACDI/VOCA** under the Prime Contract.

In consideration of the foregoing premises, and the mutual covenants and agreements contained herein, the parties agree as follows:

II. TYPE OF SUBCONTRACT

This is a Cost Reimbursable, Time and Materials Subcontract, using:

1. Fixed Daily rates for US Personnel;
2. Reimbursement of reasonable, allowable and allocable other direct costs not covered by the above, in accordance with OMB Circular A-122, and;
3. Modified time-and-material payment provisions.

For the consideration set forth below the SUBCONTRACTOR shall provide the deliverables, described in Article XVI, Reports and Other Deliverables clause, in accordance with the performance standards, specified in Article XIV, Standards of Performance clause.

III. STATEMENT OF WORK

ACDI/VOCA has been contracted by USAID to conduct a _____. SUBCONTRACTOR shall _____ in accordance with the attached Statement of Work (Annex 2).

IV. PERIOD OF PERFORMANCE

The period of performance of this subcontract is from _____ through _____.

V AMOUNT OF SUBCONTRACT

The total estimated amount of this Subcontract for its full period, as set forth in Article VII is \$_____ (USD).

VI. OBLIGATED AMOUNT

ACDI/VOCA hereby obligates the amount of \$_____ for purposes of this Subcontract. SUBCONTRACTOR is not authorized to expend funds in excess of this amount.

VII. WORKDAYS ORDERED

See Annex 3, Detailed Budget.

1. The individuals identified in the detailed budget are designated as key personnel pursuant to Article XIII.
2. Subject to the ceiling price and the prior written approval of ACIDI/VOCA, SUBCONTRACTOR may adjust the number of hours actually employed in the performance of the work by each position specified in the Subcontract. SUBCONTRACTOR shall attach a copy of ACIDI/VOCA's approval to the final voucher submitted for payment.
3. It is SUBCONTRACTOR's responsibility to ensure that the ACIDI/VOCA-approved adjustments to the workdays ordered for each functional labor specialist do not result in costs incurred which exceed the ceiling price of the Subcontract. Under no circumstances shall such adjustments authorize SUBCONTRACTOR to be paid any sum in excess of the ceiling price.

VIII. BUDGET AND CEILING PRICE

	No./Unit	Amt.	Total
I. Direct Labor			
	Days		
	Days		
TOTAL DIRECT LABOR			
II. Other Direct Costs			
INDIRECT COSTS (Taskorder Related ODC)			
TOTAL OTHER DIRECT COSTS			
TOTAL BUDGET			

Subcontractor's burdened rates and are set as a fixed amount for days worked. No indirect cost rate may be applied on top of the labor rates.

All other direct costs are reimbursable and may have the Subcontractor's USG negotiated or provisional indirect cost rates applied to them. Subcontractor shall only be reimbursed for allowable, reasonable and allocable costs as defined under the appropriate OMB cost principles.

All international travel shall be in accordance with FAR clause 52.247-63 Preference for U.S.-Flag Air Carriers.

Subcontractor shall only be reimbursed for lodging and M&IE at the US State Department rates for the actual location where the work is performed.

IX. WORKWEEK

The contractor is authorized up to 5 days per workweek in the field with no premium pay.

X. PRICE SCHEDULE

1) U. S. Personnel-Fixed Daily Rates

The SUBCONTRACTOR shall be reimbursed in accordance with the applicable daily rates selected from the Table of Fixed Daily Rates, contained in Annex 1. Each fixed daily rate listed in Annex 1 -Table of Fixed Daily Rates is "loaded".

The Fixed Daily Rates set forth in Annex 1-Table of Fixed Daily Rates, shall be fixed for the subcontract period and shall not be adjusted or re-negotiated. The fixed daily rate is based on an 8-hour workday.

See, FAR 52.232-7 PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR-HOUR CONTRACTS (AUG. 2005), Section B: Clauses Incorporated by Reference.

2) Labor Categories are specified in Annex 1 – Table of Fixed Daily Rates

3) Levels of Qualifications

Level I: A Level I expert is expected to have at least ten years' experience in his/her area of specialization with at least five years substantive involvement in the field on micro-enterprise development. The expert will have advised government, private commercial or non-profit organizations in the areas of his/her specialty at the board and senior management staff levels and served as a chief of a technical assistance team. The expert will typically have at least 3 years' experience overseas, an advanced degree in his/her area of specialization or a related field, have proven leadership skills, demonstrable written and public presentation skills, have a proven ability to manage the development and timely delivery of high quality program products and have fluency in English, Spanish, or French as required. A total of seven years' work experience in micro-enterprise development may substitute for an advanced educational degree.

Level II: A Level II expert is expected to have at least five years' experience in his/her area of specialization with at least three years substantive involvement in the field on micro-enterprise development. The expert will have advised local organizations and international affiliates working in his/her specialty area. The expert typically will have at least one year of experience overseas. The expert will have an advanced degree in his/her area of specialization or a related field, have demonstrable written and public presentation skills, have a proven ability for the timely delivery of high quality program products and have fluency in English, Spanish, or French as required. A total of 5 years work experience in micro-enterprise development may substitute for an advanced educational degree.

Level III: A Level III specialist is expected to have at least two years' experience in his/her area of specialization with some experience working in micro-enterprise development organizations. The expert will have worked in areas related to this specialization. He/she will have participated in short term field assessments in their area of specialization or have at least one year of overseas experience. The specialist will have an advance degree in their area of specialization or a closely related field has demonstrable written and public presentation skills, have a proven ability to work with others in the development and timely delivery of high quality deliverables and have fluency in English, Spanish or French as required. A total of two years of work experience in micro-enterprise development may substitute for an advanced educational degree.

NOTE: The qualification level requirements should be interpreted as follows concerning work experience in a developing country: to meet this aspect of the qualifications, work experience on international development problems in the United States or other "developed" country may be substituted for work experience in a developing country.

In order to perform the scope of work (see Annex 2), the SUBCONTRACTOR shall provide the appropriate specialist personnel, meeting or exceeding the education and experience levels of the Functional Labor Categories indicated above. Years of work experience used in lieu of academic degrees shall not also be counted as qualifying years of work experience. The qualifications in the categories shall correspond to the applicable daily rates provided in Annex 1.

4) OTHER DIRECT COSTS

SUBCONTRACTOR may recover applicable indirect costs (i.e., overhead, G&A, etc.) on other direct costs (ODCs), if it is part of the SUBCONTRACTOR's usual accounting procedures, consistent with FAR Part 31, Negotiated Indirect Cost Rate Agreement (NICRA), and in accordance with the attached budget in Annex 3.

XI. AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this Subcontract is _____.

XII. LOGISTICS

SUBCONTRACTOR is responsible for all logistic support.

XIII. KEY PERSONNEL

The key personnel whom the SUBCONTRACTOR shall furnish for the performance of this contract are:

<u>NAME</u>	<u>TITLE</u>
_____	_____

The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the SUBCONTRACTOR shall immediately notify the ACDI/VOCA Program Manager reasonably in advance and shall submit written justification in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the SUBCONTRACTOR without the written consent of the ACDI/VOCA Program Manager.

XIV. STANDARDS OF PERFORMANCE

The performance of the ACDI/VOCA and its SUBCONTRACTORS under the AGP-AMDe task order will be monitored, evaluated, and measured by USAID, who will compile performance information which will be used by USAID/Washington and Missions worldwide. Past performance information is a selection factor for the awards. The standards of performance are based on standards listed in the USAID Contractor Performance Report (CPR). The standards of performance appearing below match up with the CPR report as follows (CPR standards listed in brackets):

- Technical Competence, Ability to Assemble/Prepare Effective Expertise and, Quality of Product or Service (Quality of Product or Service)
- Cost Control (Cost Control)
- Timeliness of Performance and Contractor Responsiveness (Timeliness of Performance) -Business Relations (Business Relations)
- Meeting Small Disadvantaged Business Subcontracting Requirements/Goals (Meeting Small Disadvantaged Business Subcontracting Requirements/Goals).

USAID will use the CPR report as the evaluation form for performance of this subcontract.

The following are standards of performance that will be used in evaluating and monitoring performance of the Subcontract. Examples of "Superior" and "Inferior" levels of performance used to measure performance against the standards are listed for each individual standard:

XV. PACKING AND MARKING 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 communicated by ACDI/VOCA's Project Manager, as it is provided by USAID's cognizant technical officer 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 ACDI/VOCA; the original should be retained by the SUBCONTRACTOR.

XVI. REPORTS

All reporting requirements are dictated by the requirements of ACDI/VOCA’s prime contract, and any task orders issued there under. The SUBCONTRACTOR shall submit the deliverables or outputs described in this Subcontract to the ACDI/VOCA Project Manager, or his or her designee(s). A report format will be provided to the SUBCONTRACTOR to follow in the preparation of reports.

XVII. INSPECTION AND ACCEPTANCE

All services rendered, recommendations made, and/or reports submitted shall be in the specific form or format specified by ACDI/VOCA and shall be subject to acceptance by ACDI/VOCA at ACDI/VOCA's offices located at:

ACDI/VOCA
50 F Street N.W.
Suite 1100
Washington, D.C. 20001
USA

Until final acceptance by USAID of services rendered, recommendations made, and/or reports submitted, ACDI/VOCA shall withhold from payments due the SUBCONTRACTOR amounts equal to the lesser of \$50,000 or five percent of the total amount of fully burdened direct labor ordered.

XVIII. MONITORING AND EVALUATION PLAN

SUBCONTRACTOR may be required to submit monitoring and evaluation plans, or contribute to the overall monitoring and evaluation plans (to include performance standards) for this Subcontract, as stipulated by ACDI/VOCA in Annex 2. Performance indicators may be incorporated as part of the Statement of Work, as practical.

The CTO and Contracting Officers will undertake evaluation(s) at the end of each successive twelve month period of a task order and at the conclusion of each and forward a copy to the USAID/W CTO and Contracting Officer.

In addition, each year EGAT/MD will survey Missions and implementing agencies regarding their level of satisfaction with services rendered under this subcontract, using the criteria included Article XIV of this Subcontract.

XIX. PERFORMANCE STANDARDS

Evaluation of ACDI/VOCA and SUBCONTRACTOR’s overall performance in accordance with the performance standards set forth in Article XIV, Standards of Performance, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of ACDI/VOCA’s Performance Report with regard to this subcontract.

XX. SUBCONTRACTOR POINT OF CONTACT

Point of Contact:
Telephone Number:
Fax Number:
Email Address:

XXI. SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION

SUBCONTRACTOR must submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to ACDI/VOCA at the following address:

Telephone Number:

Fax Number:

Email Address:

XXII. REPORTS AND OTHER DELIVERABLES

In addition to providing the services described in Article III and AIDAR clause 752.242-70 (Periodic Progress Reports-described hereunder), the SUBCONTRACTOR shall also submit the following reports and other deliverables:

1). The SUBCONTRACTOR shall also comply with the clauses of this contract entitled "Rights in Data - General" (FAR 52.227-14), "Periodic Progress Reports" (AIDAR 752.242-70) (see also above), "Acknowledgement and Disclaimer" (AIDAR 752.7034), and Public Notices (AIDAR 752.7035).

2) Briefings

Prior to completion of each task, and consistent with the technical direction of the ACDI/VOCA Project Manager, SUBCONTRACTOR's personnel shall brief the relevant ACDI/VOCA personnel on the principal activities, accomplishments, and findings during the assignment, unless a briefing is not desired. As requested by the EGAT/MD CTO and ACDI/VOCA, SUBCONTRACTOR personnel will brief EGAT/MD upon completion of the assignment and provide copies of any documents generated under this Subcontract.

3) Performance reports shall be provided in accordance with AIDAR 742.15.

4) Development experience documents shall be provided in accordance with AIDAR 752.7005, as below.

5) Reports and Information/Intellectual Products:

The SUBCONTRACTOR shall submit to ACDI/VOCA 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, section E540.5.2b(3). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The SUBCONTRACTOR shall also submit to ACDI/VOCA copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Subcontract Schedule.

Upon subcontract completion, the SUBCONTRACTOR shall submit to ACDI/VOCA an index of all reports and information/intellectual products.

6) Submission requirements:

Distribution

(i) The SUBCONTRACTOR shall submit contract reports and information/intellectual products (in electronic format to ACDI/VOCA.

(ii) The SUBCONTRACTOR shall submit the reports described above and any other reports that have not been previously submitted to ACDI/VOCA, within 15 days after completion of the Subcontract.

Format

(i) Descriptive information is required for all 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, and author name(s). 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. All reports produced under this contract will be provided in electronic format to the ACDI/VOCA Project Manager or his or her designee.

(ii) The electronic documents submitted shall preferably be in Microsoft Word, but must at least be compatible with Microsoft Office Suite software.

7) Contract Quarterly Financial Report:

If required by ACDI/VOCA Program Manager, the SUBCONTRACTOR shall submit a quarterly financial report to the ACDI/VOCA Program Manager. The quarterly financial report shall include the following information in the following format:

CONTRACT NO. _____
Contractor's Name: _____

Authorized Expend. Actual Expend. Balance Est. Date Actual Compl. Date Balance Compl. In Days (+/-)

TOTAL:

8) 752.242-70 PERIODIC PROGRESS REPORTS (JULY 1998)

As requested by ACDI/VOCA's Project Manager, the SUBCONTRACTOR shall contribute to quarterly progress reports and annual work plans and progress reports. Progress reports will describe updates to the annual work plan, financial and technical resources expended by activity during the previous period from the beginning of the facility, progress on the tasks the offeror was involved in during the period, an assessment of the potential or actual impact of major activities on USAID's results framework, major problems encountered in program implementation and possible actions that would resolve them, a list of lessons learned during the period, and a cumulative body of information developed through their participation in program implementation. This information will be captured in end of activity reports for all major activities (those requiring over one month of technical services) and evaluations supported under the Subcontract. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the SUBCONTRACTOR's performance.

9) Language of Reports and Other Deliverables

All reports and other deliverables shall be in the English language, unless otherwise specified by the ACDI/VOCA Program Manager.

XXIII. PERFORMANCE OF SUBCONTRACT

- 1. The SUBCONTRACTOR shall, upon entry into force of this Subcontract, promptly commence performance of the work specified herein.
- 2. Proposed adjustments to the period of performance of this Subcontract must be approved in writing, and in advance, by ACDI/VOCA. Requests for such approvals must be submitted in writing to the ACDI/VOCA Program Manager.
- 3. Subject to the prior written approval of the ACDI/VOCA Program Manager and conditional to the approval by the CTO, the SUBCONTRACTOR may be authorized to adjust the number of days actually employed in the performance of the work by each functional position specified in this Subcontract. The SUBCONTRACTOR must specify which personnel and labor categories are to be adjusted, and any such adjustments are subject to the clause of this contract entitled "Payments Under Time-and-Materials and Labor-Hour Contracts" [FAR 52.232-07], whereby only the President of ACDI/VOCA may authorize the SUBCONTRACTOR to exceed the ceiling price of the Subcontract. The SUBCONTRACTOR shall attach a copy of such approval to the completion voucher submitted for payment.

XXIV. SIGNATORY AND TECHNICAL CONTACTS

The individual with Signatory authority under this subcontract is:

William M. Polidoro
ACDI/VOCA Acting President

The Project Manager is:
Joyjit Deb Roy
ACDI/VOCA

50 F Street N.W. Suite 1100
Washington, D.C. 20001

Phone: 202-469-4723
Fax: 202-469-6257
Email: jdebroy@acdivoca.org

XXV. TECHNICAL DIRECTIONS/RELATIONSHIP WITH ACDI/VOCA

Performance of work under this Subcontract will be subject to the written technical direction of the ACDI/VOCA Program Manager. Technical directions must be within the terms of this Subcontract.

XXVI. Technical Directions/Relationship with USAID

Technical directions are defined to include:

- a. Written directions to the SUBCONTRACTOR which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of the work.
- b. Provision of written information to the SUBCONTRACTOR which assists in the interpretation of drawings, specifications or technical portions of the work statement.
- c. Review and, where required, approval by the ACDI/VOCA Program Manager, or his designee, of SUBCONTRACTOR reports, drawings, specifications or technical information before presentation to the client agencies or host country counterparts.

XXVII. Client Communications

ACDI/VOCA shall maintain all liaison and direct communications with the client agency, USAID, during the performance of this Subcontract.

XXVIII. CONTACT FOR INVOICES

The original copy of the receipts and invoice shall be submitted to the ACDI/VOCA Project Manager.

XXIX. PAYMENT

1) Payment of Daily Rates

The SUBCONTRACTOR shall submit monthly vouchers to ACDI/VOCA for actual number of workdays (or fractions thereof) provided/performed during the period by each individual, to which the Fixed Daily Rates; provided, however, that 5% of the Fixed Daily Rates due or the SUBCONTRACTOR's prorata share of \$50,000.00 withheld by the government under a task order, whichever is less, shall be withheld by ACDI/VOCA until the completion of the Subcontract and acceptance of services by the client organization.

2) Payment of Other Direct Costs

The SUBCONTRACTOR may include in its monthly vouchers for daily rates the costs of allowable other direct costs authorized under this Subcontract and incurred during its performance; provided, however, that cash, checks, or other forms of actual payment have been made by the SUBCONTRACTOR for such costs.

XXX. PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS

ACDI/VOCA will pay the SUBCONTRACTOR actual costs incurred in accordance with the clause titled "Payment Under Time-and-Material and Labor-Hour Contracts (FAR 52.232-7, see Section B: Clauses Incorporated by Reference), upon the submission of invoices or vouchers approved by the Contracting Officer.

XXXI. INVOICE REQUIREMENTS

No later than the fifteenth (15th) day of each month, SUBCONTRACTOR shall present to ACDI/VOCA an invoice for services and costs (for which payment has been made or will be made currently by the SUBCONTRACTOR when due in the ordinary course of business) covering the previous month, or earlier periods in cases where reimbursement has not been claimed. The original shall be in the format approved by ACDI/VOCA, and sent to ACDI/VOCA in a hard copy format. Such invoice shall itemize costs incurred during the current billing period and shall include other direct costs and any applicable indirect costs on Other Direct Costs.

1) Invoicing and Payment

A. In accordance with the clauses entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Documentation for Payment" (AIDAR 752.7003), SUBCONTRACTOR shall be reimbursed for reasonable, allowable, allocable and necessary costs incurred during the performance of this Subcontract, subject to the Prime Contract clauses entitled "Limitation of Cost" (FAR 52.232-20) and "Limitation of Funds" (FAR 52.232-22) and other applicable terms and conditions of this Subcontract and of the Prime Contract. SUBCONTRACTOR shall submit, not more often than monthly, Voucher Form SF-1034 (original) and SF-1034(a) in four copies each to the ACDI/VOCA Program Manager or his/her designee. Each voucher shall be identified by this Subcontract number, as well as the appropriate USAID contract and task order numbers and other financial data, properly executed, in the amount of dollar expenditures made during the period covered. In accordance with FAR 52.216-7 and AIDAR 752.7003 (November 1998), SUBCONTRACTOR in its monthly vouchers may request payment for the actual number of work days (or fractions thereof) provided/performed during the period by each individual, to which the Fixed Daily Rates shall be applied. SUBCONTRACTOR may also include in its monthly vouchers the costs of allowable other direct costs authorized in the Subcontract and incurred during the performance of the Subcontract, provided that cash, checks, or other forms of actual payment have been made by SUBCONTRACTOR for such costs.

B. The voucher forms shall be supported by:

i. Original and four copies of a certified fiscal report rendered by the SUBCONTRACTOR in a form and manner substantially as that appearing in AIDAR 752.7003.

ii. The fiscal report shall include a certification, signed by an authorized representative of the SUBCONTRACTOR, as follows:

"The undersigned hereby certifies to the best of my knowledge and belief that (i) the fiscal report and any attachments have been prepared from the books and records of the SUBCONTRACTOR in accordance with the terms of this Subcontract and are correct; (ii) the sum claimed under this subcontract is proper and due, and all the costs of subcontract 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 ACDI/VOCA when due in the ordinary course of business; (iii) the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; (iv) all required Contracting Officer approvals have been obtained; and (v) appropriate refund to ACDI/VOCA will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract."

BY:

TITLE:

DATE:

iii. The SUBCONTRACTOR shall submit vendor's invoices detailing the quantity, description, and or each individual item purchased, as follows:

- a) Expendable equipment, supplies, or commodities -- for transactions totaling more than \$2,500.
- b) Non-expendable property -- for every purchase. Non-expendable property is property which is complete in itself, does not lose its identity or becomes a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$5000.
- c) The bill of lading or airway bill as evidence of shipment by U.S.-flag carrier.

iv. Each voucher should also include as a separate attachment a listing of expenditures identified by Authorized Geographic Code (See USAID ADS Series 300).

v. Local currency payment. The SUBCONTRACTOR 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 SUBCONTRACTOR in accordance with written instruction provided by the Mission Director in the country(ies) in which work is to take place under the Subcontract. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the SUBCONTRACTOR.

C. Upon compliance by the SUBCONTRACTOR with all the provisions of this subcontract, acceptance by ACIDI/VOCA's Technical Representative of the work and final report(s), and a satisfactory accounting by the SUBCONTRACTOR of all Government- or Contractor-owned property, if any, for which the SUBCONTRACTOR had custodial responsibility, ACIDI/VOCA shall promptly pay to the SUBCONTRACTOR any moneys (dollars or local currency) due under the final voucher(s) submitted under this Subcontract. X ACIDI/VOCA will make suitable reduction for any disallowance or indebtedness by the SUBCONTRACTOR by applying the proceeds of the voucher(s) to any such deductions remaining under this contract.

D. The SUBCONTRACTOR agrees that all approvals of the Mission Director and the Contracting officer which are required by the provisions of this Subcontract shall be preserved and made available as part of the SUBCONTRACTOR's records which are required to be presented and made available by the clauses of this contract entitled "Examination of Records by Comptroller General" and "Audit".

XXXII.DOCUMENTATION FOR PAYMENT

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- 1) Name of business concern and the invoice date.
- 2) Subcontract number, or other authorization for delivery of services.
- 3) Description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed.
- 4) Shipping and payment terms.
- 5) Name and (where applicable) title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- 6) Name, phone number, and address of person to notify in the event of a defective notice.
- 7) Electronic funds transfer (EFT) banking information if payment is requested by EFT.
- 8) Upon submission of its monthly invoice, the SUBCONTRACTOR will attach a financial report that shows expenditures to date, line item totals, and funds remaining.

XXXIII.PAYMENT

In accordance with its normal business practices, ACIDI/VOCA will pay the SUBCONTRACTOR's invoice within ten (10) days of receipt of payment from USAID of the Prime SUBCONTRACTOR's invoice. In the event there is a delay in the receipt of payment to ACIDI/VOCA from USAID, the SUBCONTRACTOR shall not terminate and/or interrupt the work performed under the subcontract.

XXXIV.LIAISON OFFICIALS

In-country ACIDI/VOCA personnel and USAID liaison officials are not empowered to act on behalf of the ACIDI/VOCA Program Manager or USAID CTO or Contracting Officer, such as providing technical direction or making any materials changes in this subcontract. Liaison officials are separate and distinct from other ACIDI/VOCA and USAID personnel.

XXXV.CONFIDENTIALITY

All information gathered under this Subcontract Agreement and all reports, recommendations or other work product developed in conjunction with it shall belong exclusively to ACIDI/VOCA. All such work product shall be treated as confidential, and none shall, without the express written approval of ACIDI/VOCA, be published or otherwise made available to any person or party other than ACIDI/VOCA, USAID or, as appropriate, the beneficiaries of the Project.

XXXVI.RECORDS

SUBCONTRACTOR shall maintain accounting records adequate to reflect expenditure under this Subcontract Agreement. SUBCONTRACTOR in addition shall for a period of three years following final payment under this Subcontract Agreement permit authorized representatives of ACDI/VOCA and, if required, the U.S. government, access to and the opportunity to examine all books and records pertinent to the performance of the Subcontract Agreement.

XXXVII.GOVERNING LAW

This Subcontract Agreement shall be governed by and construed in strict accordance with the laws of the District of Columbia, excepting provisions related to conflicts of law, and except for those portions of the Federal Acquisition Regulation (FAR) or other procurement regulations (including USAIDARs) that are incorporated herein by reference. In such latter event, such provisions shall be interpreted in accordance with the decisions of the Federal Courts and the Boards of Contract Appeals.

XXXVIII.WAIVER

The waiver by one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement, and shall not be construed to be a waiver of any provision, except for the particular instance.

XXXIX.ASSIGNMENT

The SUBCONTRACTOR shall not assign or subcontract this Subcontract Agreement in whole or in part without the prior written approval of ACDI/VOCA. ACDI/VOCA shall not assign this Subcontract Agreement without prior written approval from the SUBCONTRACTOR.

XL. INDEPENDENT CONTRACTORS

ACDI/VOCA and the SUBCONTRACTOR shall act as independent contractors in all matters pertaining to this effort; nothing in this Subcontract Agreement shall be construed to create a partnership, joint venture or agency relationship, express or implied, between the parties. Further, the employees or agents of one shall not be deemed to be employees or agents of the other for any purposes under the Federal or State Unemployment Insurance Law, the Internal Revenue Laws or War Tax Legislation, Industrial law or otherwise. Each party shall be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes, and the SUBCONTRACTOR agrees to indemnify, hold harmless and defend ACDI/VOCA from any and all claims, liabilities, damages, taxes, fines or penalties sought or recovered by any governmental entity, including but not limited to the Internal Revenue Service or any state or foreign taxing authority, arising out of the alleged failure of the SUBCONTRACTOR, or of any personnel provided by the SUBCONTRACTOR, to pay federal, state, local and/or foreign taxes during the term of this Subcontract. Each party will maintain appropriate worker's compensation for its employees as well as general liability insurance.

XLI. INDEMNIFICATION

A. The Parties agree to indemnify and save harmless each other from and against losses, damages, claims, demands, proceedings, costs, expenses, penalties, suits and liabilities, including court costs and reasonable attorney's fees, whether brought by individuals, companies, or any Government agency, caused by any misconduct, negligent or wrongful act, or negligent failure to act of the other party or of persons furnished by the other party pursuant or relating to this Subcontract. This indemnity shall include, but shall not be limited to, the following: (1) claims for conflict of interest, negligence, non-performance, non-payment of wages or other obligations, discrimination, copyright and trademark infringement, invasion of privacy rights, failure to make applicable tax payments, misappropriation of another's confidential or proprietary information, claims of unfair trade or competition, or bodily injuries, including death; (2) assertions under Worker's Compensation or similar acts made by persons furnished by the other party; (3) breach by the other party of any warranty contained herein; or (4) failure to complete the Subcontract within the time frame specified due to no fault of the other party or the SUBCONTRACTOR's Client.

B. Further, and in addition to any other remedies the Parties may have, the liable party shall indemnify and hold the other party harmless from any liabilities, penalties, fines, interests, actions, claims, demands, suits, or judgments, including court costs and

reasonable attorney's fees, as a result of the following: (1) any violation of any applicable section of the FAR; (2) any failure to comply with, or violation of, any of the provisions of the "Disputes Act of 1978", P.L. 95-563, 41 U.S.C. 016 et. seq., with respect to any claim or appeal of a decision of the Contracting Officer pursuant to a "Disputes" clause under this Subcontract Agreement; (3) any claims, statements, demands, proposals, invoices, or submitted vouchers that violate any applicable law, statute, or regulation; or (4) any certification or representation made in connection with or related to this Subcontract Agreement. C. The Parties agrees to defend each other, at the other party's request, against any such claim, demand, penalty, suit or liability arising pursuant to this Article. The concerned party agrees to notify the other party within a reasonable time of any written claims or demands it for which either party is responsible under this Article.

D. The parties' obligations under this Article, XLI, shall survive any expiration, termination, or cancellation of this Subcontract.

XLII. CHANGES

Changes to the Subcontract shall be made in accordance with the clause titled "Changes- Time-and Material or Labor-Hours" (FAR 52.243-3, See Section B: Clauses Incorporated by Reference).

XLIII. NOTICES

Any notice or request required or permitted to be given or made under this Agreement shall be in writing and in the English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, by registered or certified mail, by telex or by facsimile to the party to which it is required or permitted to be given or made at such party's addresses specified below:

ACDI/VOCA
50 F Street, N.W. (Suite 1000)
Washington, D.C. 20001
Facsimile No: (202) 469-6257

XLIV. TERMINATION

A. ACDI/VOCA, by providing 60 days advance written notice, may terminate this Subcontract Agreement, in whole or in part, for its own convenience. In such an event, the parties shall attempt to reach a mutually acceptable settlement, taking into consideration all costs incurred by the SUBCONTRACTOR as of the date of termination.

B. ACDI/VOCA may terminate this Subcontract, in whole or in part, for default should the SUBCONTRACTOR fail to cure a default of this Subcontract within ten (10) calendar days after written notice of default from ACDI/VOCA. Grounds for default include, but shall not be limited to: (a) breach of the warranty described in Article III; (b) failure by the SUBCONTRACTOR to materially adhere to its performance obligations; (c) any other material violation of this Subcontract; and (d) in the event the SUBCONTRACTOR should become bankrupt, insolvent, or make an assignment or arrangement for the benefit of creditors. ACDI/VOCA in the event of default by the SUBCONTRACTOR may proceed with all or part of the work and finish such terminated work by such means as ACDI/VOCA sees fit. The SUBCONTRACTOR shall be liable for all excess procurement costs resulting from the SUBCONTRACTOR's default, not to exceed the outstanding balance of the subcontract value.

C. If this Subcontract Agreement is terminated for any reason whatsoever, the SUBCONTRACTOR agrees to promptly return all data, materials, equipment and supplies that are in its possession that are the property of ACDI/VOCA or of the Government and shall preserve, protect, assign and deliver to ACDI/VOCA all data, or a suitable duplication thereof, developed by the SUBCONTRACTOR in the course of its work on this Subcontract that, in the opinion of ACDI/VOCA, is necessary to complete any outstanding requirements of the Prime Contract.

D. The provisions of this Article are intended to be in addition to and not a substitution for the FAR Termination clause included in the Prime Contract and incorporated by reference herein and made an integral part hereof.

XLV. FORCE MAJEURE

Neither party shall be deemed to be in default of the terms hereof for any failure or delay in performance of any of its obligations under this Subcontract Agreement because of natural disaster, actions or decrees of governmental bodies or civil disturbances or other disaster, actions or decrees of governmental bodies or other causes, if the same are beyond its control and without its fault or negligence (the "Force Majeure Event"). In the event either party expects or experiences such a Force Majeure event, it shall give prompt notice to the other. If a Force Majeure Event occurs and is continuing for more than fifteen (15) business days, this Subcontract Agreement is subject to cancellation or modification in accordance with applicable USAID regulations.

XLVI. LAWS AND REGULATIONS

- 1) This Subcontract Agreement is subject to all applicable Federal Acquisition Regulations and to all applicable contractual terms and conditions of the Prime Contract. ACIDI/VOCA upon request shall make the full text of the relevant Regulations and Clauses available to Contractor, which include but are not limited to the INCORPORATED PROVISIONS herein below.
- 2) ACIDI/VOCA and the SUBCONTRACTOR agree to comply with all applicable Federal, State, foreign, provincial, and local laws, ordinances and regulations, and all applicable orders and regulations of the Executive Branch, other departments, agencies, and instrumentalities of the United States Government. ACIDI/VOCA and the SUBCONTRACTOR agree to indemnify one another against any loss, cost, damage, or liability, including reasonable costs and attorney's fees by reasons of the other party's actual or alleged violation of this Article.

XLVII. AUDIT

- A. The Federal Acquisition Regulation clause entitled "Audit and Records-Negotiation (JUNE 1999) is specifically incorporated into this Subcontract by reference.
- B. The SUBCONTRACTOR agrees to provide access to its offices and facilities, and to maintain its books and records, documents, computerized records, projections, and other supporting data in accordance with generally accepted accounting principles and practices (GAAP) which properly reflect all direct and indirect elements of cost of whatever nature, whether incurred, or anticipated to be incurred, for the performance of any work under this Subcontract or anticipated work under this Subcontract or for same or similar services. Such records shall be made available for inspection, audit, reproduction, and retention by any authorized representative of ACIDI/VOCA or of the Government, as they may deem necessary.

XLVIII. DISPUTES

- 1) Contractor and SUBCONTRACTOR agree to use their best efforts to settle all disputes related to or arising from this Subcontract by mutual agreement and in the most timely and expeditious manner.
- 2) In the case of any dispute arising from the performance of this Subcontract that represents a claim against the Government, as defined in paragraph (c) of FAR 52.233-1, Disputes, Contractor and SUBCONTRACTOR shall follow the procedure specified in FAR 52.233-1.

XLIX. PRIOR USAID APPROVAL

This contract is subject in its entirety to prior approval by USAID.

L. AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)

- 1) Except as may be specifically approved through ACIDI/VOCA and by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer through ACIDI/VOCA.

2) Ineligible goods and services. The SUBCONTRACTOR shall not procure any of the following goods or services under this contract:

- A) Military equipment,
- B) Surveillance equipment,
- C) Commodities and services for support of police and other law enforcement activities,
- D) Abortion equipment and services,
- E) Luxury goods and gambling equipment, or
- F) Weather modification equipment.

3) Restricted goods. The SUBCONTRACTOR shall not procure any of the following goods or services without the prior written approval of ACDI/VOCA or, pending Contracting Officer Approval:

- A) Agricultural commodities,
- B) Motor vehicles,
- C) Pharmaceuticals and contraceptive items,
- D) Pesticides,
- E) Fertilizer,
- F) Used equipment, or
- G) U.S. government-owned excess property.

If ACDI/VOCA determines that the SUBCONTRACTOR has procured any of these specific restricted goods under this subcontract without the prior written authorization of ACDI/VOCA, and has received payment for such purposes, ACDI/VOCA may require the SUBCONTRACTOR to refund the entire amount of the purchase.

LI. AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS AND AIDAR 752.7027 PERSONNEL

In accordance with the above clauses, the Contracting Officer has provided prior written approval for international travel, provided that concurrence with the assignment of individuals outside the United States is obtained by ACDI/VOCA, in writing, from the CTO prior to their 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 Article VI).

To facilitate Contractor requirements for obtaining prior CTO approval for travel under this Subcontract, the SUBCONTRACTOR will forward a Travel Authorization Request at least 15 days prior to the departure of any traveler under this subcontract. The SUBCONTRACTOR shall retain for audit purposes a copy of each travel concurrence.

LII. INSURANCE AND SERVICES

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

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

Points of Contact:
Sara Payne or Diane Ford
(703) 354-1616

Hours of Operation are: 8 a.m. to 5 p.m. (EST)
Telefax: 703) 354-0370
E-Mail: www.rutherford.com

2) Pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services, USAID's Medevac service provider is:

Medex Assistance Corporation

P.O. Box 5375
Timonium, MD 21094-5375
Telephone: (410) 453-6300 in Maryland;
or (800) 537-2029 (toll-free)
Telefax: (410) 453-6301

Applicants should request coverage in accordance with USAID Contract No. HNE-Q-00-98-00106-00.

Medevac services costs are allowable as a direct cost.

LIII. NON-EXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

ACDI/VOCA shall request authorization from the Government to purchase equipment and/or resources for each task order that is issued. As part of this request, the SUBCONTRACTOR shall provide ACDI/VOCA with a list giving a description of every item, quantity of units, price, function, and whether it is a new/used item.

LIV. LANGUAGE REQUIREMENTS

Language requirements are contingent upon requirements of the Statement of Work (Clause III).

LV. PERSONNEL COMPENSATION

1) Limitations:

A) Salaries and wages may not exceed the SUBCONTRACTOR's established policy and practice, including the SUBCONTRACTOR's established pay scale for equivalent classifications of employees, which shall be certified to by ACDI/VOCA. Nor may any individual salary or wage, without approval of the Cognizant Contracting Officer, upon Contractor request, exceed the employee'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 subcontract equivalent to the maximum annual salary rate of the USAID "ES-6" (or the equivalent daily rate of the maximum ES-6 salary, if compensation is not calculated on an annual basis), as amended from time to time, unless an advance written waiver is granted by the USAID Procurement Executive prior to contract award.

2) Salaries During Travel

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

3) Return of Overseas Employees

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

4) Annual Salary Increases

One annual salary increase (includes promotional increase) of not more than the annual cost-of-living adjustment (COLA) received by Federal General Schedule (GS) employees may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary of ES-6 may be granted only with the advance written approval of the Contracting Officer as communicated by ACDI/VOCA.

5) Consultants

No compensation for consultants will be reimbursed unless their use under the subcontract has advance written approval of ACDI/VOCA, pending approval by the Contracting Officer; and if such provision has been made or approval given, compensation 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 of ES-6, whichever is less.

6) Initial Salaries

The initial starting salaries of all employees whose salaries are charged as a direct cost to this subcontract must be approved, in advance and in writing, by ACDI/VOCA, pending approval of the Contracting Officer (any initial starting salaries included in ACDI/VOCA's best and final and accepted during negotiations, are deemed approved upon contract execution).

NOTE: The daily rate of a Foreign Service officer Class 1 (ES-6) is determined by dividing the annual salary by 2080 hours and multiplying the quotient by 8.

NOTE: Any Approvals issued pursuant to the above sections shall be retained by the SUBCONTRACTOR for audit purposes. Approvals issued pursuant to the above must be within the terms of this subcontract, and shall not serve to increase the total estimated cost or the obligated amount of this subcontract, whichever is less.

7) Work Week

A) Non-overseas Employees

The length of the SUBCONTRACTOR's U.S., non-overseas employees workday shall be in accordance with the SUBCONTRACTOR's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.

B) Overseas Employee

The work week for the SUBCONTRACTOR'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 subcontract.

8) Definitions

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this subcontract entitled "Differentials and Allowances" (AIDAR 752.7028), unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges (see also the clause of this contract entitled "Personnel Compensation" (AIDAR 752.70071)).

LVI. LOGISTIC SUPPORT

1. The SUBCONTRACTOR shall be responsible for furnishing all logistic support in the United States and overseas.

2. To the extent that ACDI/VOCA, a USAID Mission or an Office of the USAID Representative (OAR) in the cooperating country, or a cooperating country, furnishes logistic support for the SUBCONTRACTOR's overseas performance, the costs of such logistic support will not be charged to the SUBCONTRACTOR, and shall not be charged by the SUBCONTRACTOR to this subcontract.

Logistic support furnished in the form of local currency shall be paid to the SUBCONTRACTOR in a manner adapted to the local situation, and as arbitrated by ACDI/VOCA and agreed to by the Mission Director or USAID Representative in writing. The documentation for such costs shall be on such forms and in such manner as the Mission Director/USAID REP shall prescribe.

3. If, under emergency circumstances, it is necessary for ACDI/VOCA, a USAID Mission or OAR to pay for any in-country costs on behalf of the SUBCONTRACTOR in order to implement any activities under this subcontract, the paying entity may bill the SUBCONTRACTOR for such costs, and the SUBCONTRACTOR may, in turn, charge those costs against this subcontract, however, wherein logistic support to be furnished by the Mission/OAR will be furnished without charge. The Mission/OAR will never recoup those costs via an Advice of Charge (AOC) to the paying office. A Mission may not pay any in-country cost without the prior written approval of ACDI/VOCA, which approval must indicate a maximum amount that may be paid.

LVII. ORGANIZATIONAL CONFLICT OF INTEREST

Organizational Conflicts of Interest: PRECLUSION FROM IMPLEMENTATION CONTRACT.

This Subcontract may call for the SUBCONTRACTOR to furnish important services in support of the design of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE SUBCONTRACTOR SHALL BE INELIGIBLE TO COMPETE FOR ANOTHER CONTRACT TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, THE IMPLEMENTATION SERVICES FOR ANY ACTIVITIES FOR WHICH IT PROVIDES SUBSTANTIAL DESIGN SERVICES, unless the Head of the Contracting Activity, with the agreement of USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503, AIDAR 709.503 and USAID policy) determining that preclusion of the SUBCONTRACTOR from the implementation contract would not be in the Government's interest.

It is critical to USAID that Contractor evaluations be conducted with complete impartiality and objectivity, uninfluenced by the possibility that ACDI/VOCA or its SUBCONTRACTORS might in the near future compete for further USAID consulting work against the evaluated firm implementing a project or, on the other hand, any perception that a favorable review would enhance the reputation of ACDI/VOCA or SUBCONTRACTOR with USAID and thus improve its position with respect to obtaining further USAID consulting work. Therefore, if the Subcontract calls for the SUBCONTRACTOR to evaluate a USAID project, the SUBCONTRACTOR shall be ineligible to furnish, either through a modification to this Subcontract or through another contract or subcontract, any services (except for design services or other evaluation services) to USAID in the relevant project sector for a period of three (3) years after the last services are provided the Subcontractor under this Subcontract, unless the USAID/W Competition Advocate shall have granted a waiver, based upon the Competition Advocate's determination, per FAR 9.503, that such preclusion of ACDI/VOCA and its SUBCONTRACTOR would not be in the Government's interest.

It is USAID policy to guard against any possibility that a contractor might receive an unfair competitive advantage in competing for future USAID consulting contracts through its exposure to sensitive cost and other proprietary information of USAID contractors which it may audit, and any resulting appearance of impropriety. Therefore, if the Subcontract calls for the SUBCONTRACTOR to audit USAID contractor(s), the SUBCONTRACTOR shall be ineligible to furnish, either through a modification to this Subcontract or through another contract or subcontract, any services (except for other audit services) to USAID for a period of three (3) years after the last services are provided by the SUBCONTRACTOR under this contract, unless the USAID/W Competition Advocate shall have granted a waiver, based upon the Competition Advocate's determination, per FAR 9.503, that such preclusion of ACDI/VOCA and its SUBCONTRACTOR would not be in the Government's interest.

LVIII. RELOCATION OF U. S. BUSINESSES

RELOCATION OF U.S. BUSINESSES, ASSISTANCE TO EXPORT PROCESSING ZONES, INTERNATIONALLY RECOGNIZED WORKERS' RIGHTS (USAID JAN 1994)

No funds or other support provided hereunder may be used in a project or activity reasonably Likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States.

No funds or other support provided hereunder may be used in a project or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of USAID. No funds or other support

provided hereunder may be used in an activity which contributes to the violation of internationally recognized rights of workers in the recipient country, including those in any designated zone or area in that country.

LIX. ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES

The SUBCONTRACTOR shall assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to section 504 of the Rehabilitation Act of 1973, as amended (29 U. S. C. 794) and any implementing regulations of the Department.

LX. ENTIRE AGREEMENT/MODIFICATION

This Subcontract Agreement, including the Incorporated Subcontract Clauses and all Annexes, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, written or oral, between the parties hereto. No change, modification, addition or termination of this Subcontract Agreement or any part hereof shall be valid unless in writing and signed by the parties hereto.

SAMPLE

SECTION B:

INCORPORATED SUBCONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

This Subcontract incorporates the following Federal Acquisition Regulations and AID Acquisition Regulations by reference with the same force and effect as if they were given in full text. The full text is available at <http://www.arnet.gov/far> and <http://www.info.usaid.gov/pubs/ads/aidar9-1.pdf>. It is understood that Subcontractor may be obligated by and to ACDI/VOCA for any specifications or documentation required of ACDI/VOCA under these clauses, and that references to the Contractor may also refer to the Subcontractor. With respect to documentation and approvals required under these clauses, all such documentation and approvals shall be submitted to or requested from ACDI/VOCA.

References in the text of incorporated clauses to “the Government,” “USAID,” or “Contracting Officer” may, depending on their context, refer to “ACDI/VOCA,” and reference to “the Contractor” may refer to the “Subcontractor.”

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	MAY 2001
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	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
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
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC 1998
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	MAR 2000
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II	OCT 2000
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.222-3	CONVICT LABOR	AUG 1996

52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	FEB 2001
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-29	NOTIFICATION OF VISA DENIAL	FEB 1999
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 1996
52.232-7	PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR-HOUR CONTRACTS	AUG 2005
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-20	LIMITATION OF COST	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	DEC 1998
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	OCT 1995
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	OCT 1995
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991
52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
52.243-7	NOTIFICATION OF CHANGES	APR 1984
52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	MAY 2001
52.246-6	INSPECTION-TIME AND MATERIALS	MAY 2001
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR Chapter 7

752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.226-2	SUBCONTRACTING WITH DISADVANTAGED ENTERPRISE	APR 1997
752.226-3	LIMITATIONS ON SUBCONTRACTING	JUN 1993
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993

752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
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
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
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
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The SUBCONTRACTOR may require continued performance of any services within the limits and at the rates specified in the subcontract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. ACDI/VOCA may exercise the option by written notice to the SUBCONTRACTOR within a minimum of 60 days prior to expiration of the subcontract.

I.3 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this subcontract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to ACDI/VOCA.

(b) Any request to ACDI/VOCA for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for subcontract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the ACDI/VOCA Program Manager to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other subcontracts, together with identification of each affected subcontract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.4 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the subcontract or approved in writing by ACDI/VOCA's Project Manager and the contracting officer.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

I. 5 AAPD 02-04 (March 20, 2002) – IMPLEMENTATION OF E.O. 13224 – EXECUTIVE ORDER ON TERRORIST FINANCING

The SUBCONTRACTOR is reminded that U.S. Executive Orders and U.S. Law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the SUBCONTRACTOR to ensure compliance with these Executive Orders and laws.

ANNEX 1

Table of Fixed Daily Rates

ANNEX 2

Scope of Work

Appendix B

Appendix B

Sample Budget Format

USAID/Ethiopia AGP-AMDe

RFP No. J802A-2012-1

Detailed Budget Breakdown

November 1, 2012 – June 30, 2013

S/N	Budget Category	Grantee Input (A)	ACDI / VOCA input (B)	Total Budget (C = A + B)
1	Salaries and wages	-	-	-
	Salaries Subtotal	-	-	-
2	Benefits			-
				-
	Benefits Subtotal	-	-	-
3	Operational Costs			-
	Operational Subtotal	-	-	-
4	Travel Related Expenses			-
				-
	Ground Transportation			
	Lodging			-
	Meals and Incidentals			
	Travel Subtotal	-	-	-
5	Supplies and Equipment			-
	Supplies and Equipment Subtotal	-	-	-
6	Training			-
	Technical Capacity			
	Business Capacity			-
	Sub Total Trainings	-	-	-
	GRAND TOTAL	-	-	-
				-

Appendix C

Technical Proposal Submission Sheet

(Complete this form with all the requested details and submit it as the first page of your technical proposal, with the documents requested above attached. Ensure that your proposal is authorized in the signature block below. A signature and authorization on this form will confirm that the terms and conditions of this RFP prevail over any attachments. If your proposal is not authorized, it may be rejected.)

Date of Technical Proposal:	
RFP Number:	RFP No. J802A-2012-1
RFP Title:	Facilitation of Increased Trade for Four Targeted Ethiopian Commodities

We offer to provide the goods/services described in the Scope of Work, in accordance with the terms and conditions stated in Request for Proposal referenced above. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified.

The validity period of our proposal is ____days/weeks/months from the time and date of the submission deadline.

Type of Business/Institution (Check all that apply)

Offeror certifies that it is: ☐ Non U.S. Owned/Operated ☐ Government Owned/Operated
(If Non U.S. Owned/Operated is selected, continue to Anti-Terrorism Certification)

OR FOR US ORGANIZATIONS ONLY:

☐ Nonprofit ☐ For-Profit ☐ Government Owned/Operated
☐ Large Business ☐ Small Business ☐ College or University
☐ Women Owned ☐ Small and Disadvantaged Business

Anti-Terrorism Certification

The Offeror, to the best of its current knowledge, did not provide, within the previous 10 years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.

The Offeror also verifies that it does not appear on 1) the website of the Excluded Party List: www.epls.gov or 2) the website of the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”): <http://www.un.org/Docs/sc/committees/1267/consolist.shtml>.

The undersigned declares s/he is authorized to sign on behalf of the company listed below and to bind the company to all conditions and provisions stated in the original RFP document including attachments from ACIDI/VOCA.

Proposal Authorized By:

Signature: _____ Name: _____
Position: _____ Date: _____
Authorized for and on behalf of: _____ (DD/MM/YY)
Company: _____
Address: _____
DUNS No.: _____ Business Registration No. _____