

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 700)

RATING
N/A

PAGE OF
1

PAGES
58

2. CONTRACT NUMBER

3. SOLICITATION NUMBER
RFP-621-09-001

4. TYPE OF SOLICITATION
☐ SEALED BID (IFB)
☒ NEGOTIATED (RFP)

5. DATE ISSUED
10-23-2008

6. REQUISITION/PURCHASE NUMBER

7. ISSUED BY
CODE

USAID/Tanzania
2140 Dar es Salaam Place
Washington DC 20521-2140

8. ADDRESS OFFER TO (If other than Item 7)

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

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 7 until Nov 24, 2008 local time 4:00 p.m.
(Hour)(Date)

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

10. FOR INFORMATION CALL:

A. NAME
Kenneth P. LuePhang

B. TELEPHONE (NO COLLECT CALLS)
AREA CODE NUMBER EXT.
255-22-2668490

C. E-MAIL ADDRESS
kluePhang@usaid.gov

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT
(See Section I, Clause No. 52-232-8)

10 CALENDAR DAYS (%)

20 CALENDAR DAYS (%)

30 CALENDAR DAYS (%)

CALENDAR DAYS (%)

14. ACKNOWLEDGEMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.

DATE

AMENDMENT NO.

DATE

15A. NAME AND ADDRESS OF OFFEROR

CODE

FACILITY

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

15B. TELEPHONE NUMBER
AREA CODE NUMBER EXT.

☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304(a) ()
☒ 41 U.S.C. 253(c) (2)

23. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

24. ADMINISTERED BY (If other than Item 7)
CODE

USAID/Tanzania
2140 Dar es Salaam Place
Washington DC 20521-2140

25. PAYMENT WILL BE MADE BY
CODE 621

Mission Controller
USAID/Tanzania
2140 Dar es Salaam Place
Washington DC 20521-2140

26. NAME OF CONTRACTING OFFICER (Type or print)

Kenneth P LuePhang
Contracting Officer

27. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

28. AWARD DATE

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

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this solicitation is to issue a request for proposals for, and ultimately negotiate a Contract to undertake the activities described in the statement of work which forms part of this solicitation.

B.2 CONTRACT TYPE

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

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

(a) The estimated cost plus fixed fee, if any, is \$.....

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder for first year is \$881,000.00. The Contractor shall not exceed the aforesaid obligated amount.

B.4 PRICE SCHEDULE

B.5 COST REIMBURSABLE

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

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

The Contractor shall design a comprehensive performance measurement, planning, monitoring and evaluation, and reporting system to measure USAID/Tanzania's performance in achieving its objectives as laid out in its soon to be developed Country Assistance Strategy (CAS) FY 2009 – 2013, as well as its Operational Planning and Performance Reporting documentation. This M&E system shall be comprised of components that will enable USAID/Tanzania to fulfill its performance monitoring, evaluation, reporting, and dissemination requirements as mandated in the Automated Directives System (ADS) and other Agency guidance. Based on need, the Contractor will also assist USAID in implementing components of this system.

I. BACKGROUND

Agency regulations, specifically including the Automated Directive System (ADS) series, require each mission activity to have a comprehensive performance measurement, planning, monitoring, evaluation and reporting system. The system is also intended to be useful for meeting annual reporting requirements, such as operational plans and performance reports, as well as audits, other technical reports and *ad hoc* requests.

The Contractor shall initially design a comprehensive performance planning, monitoring, evaluation and reporting system to measure the performance of development activities (excluding activities managed by USAID under the President's Emergency Plan for AIDS Relief (PEPFAR)). Once designed, the Contractor will assist in implementation of specific components based on the needs of USAID technical offices. This system shall be comprised of components that will enable USAID/Tanzania to fulfill its performance monitoring, evaluation, reporting, and dissemination requirements as mandated in the ADS and other Agency guidance available on the public internet.

In recent years, the new State Department Office of the Director of Foreign Assistance, known as "F", has developed a new framework for U.S. Foreign Assistance. Strategic objectives, intermediate results and indicators have been reorganized into a new hierarchy within this framework, which now include Functional Objectives, Program Areas, Program Elements and Sub-Elements and also includes a set of standard indicators for each Program Element with a provision for country-specific customized indicators. In order to provide an up-to-date system capable of monitoring and reporting performance under the new hierarchy, the Contractor should be thoroughly familiar with the Foreign Assistance Framework. This framework is still being redefined so additional changes under this reorganization are possible. Thus, it is critical that the Contractor be flexible in its systems and work plan for unanticipated changes.

Should other monitoring and evaluation needs arise for PEPFAR or other programs during the course of this contract, the Contractor shall remain flexible for possible expansion of scope with additional resources provided to address such changes.

II. MISSION OVERVIEW

USAID/Tanzania has a diverse portfolio and an annual budget of over \$200 million, including PEPFAR. USAID programs currently work in the following Foreign Assistance Framework **Objectives** (and related Program Areas): **Governing Justly and Democratically** (Good Governance)- \$650,000 in FY 08; **Investing in People** (Health and Education)- \$53.7 million in FY 08; and **Economic Growth** (Trade and Investment, Agriculture, Economic Opportunity, and Environment)- \$10.5 m in FY 08. (USAID/Tanzania also manages a large PEPFAR portfolio, totaling approximately \$140 m in FY 08).

Governing Justly and Democratically: Corruption and poor governance are major barriers to the achievement of Tanzania's development goals. To ensure that Tanzania continues to progress in improving its governance and serves as a positive example of a stable democracy in an unstable and mostly undemocratic region, USAID is strengthening public accountability institutions: civil society, including a free and open press, the legislature, and the judiciary. In support of Tanzania's progress towards greater political competition, and in light of upcoming multiparty national elections in 2010, USAID will support civic

education programs to build better understanding of citizens' rights within a multiparty democracy and support Zanzibar's ongoing political reconciliation process. USAID will also be undertaking training for investigative journalists and working to improve the skills of prosecutors in the GoT's Department of Public Prosecution.

Investing in People: Tanzania's high rates of maternal mortality (578/100,000), under-5 mortality (112/1,000), and total fertility (5.7) affect well-being and economic growth, and increase vulnerability to civil strife. HIV/AIDS prevalence rates are estimated to be 7%, and an estimated 80,000 people die from malaria each year; 80% of them children under five years. Health facilities across the nation are woefully understaffed and lack basic equipment, seriously hindering service delivery. USAID programs work with stakeholders in an integrated fashion to: 1) support national multi-sectoral efforts in HIV/AIDS prevention, care and treatment, including increased focus on wrap-around activities and strengthening Tanzania's health systems; 2) reduce malaria deaths by increasing coverage of key malarial interventions such as use malaria bed nets and treatment with appropriate malaria medicines; 3) reduce maternal and newborn mortality by introducing key components of Basic Emergency Obstetric Care and immediate newborn care in health centers and dispensaries; 4) reduce total fertility by repositioning family planning in the national agenda, and support the use of contraceptives, both long and short term methods; and 5) continue to scale up Tuberculosis (TB) case detection and treatment based on TB Directly Observed Therapy (DOTS) and promote implementation of TB/HIV integrated services. Health programs focus on training to improve human resource capacity; and provide assistance in not only procuring needed health commodities, but in management of logistics such as storage and distribution.

Education is a key component of Tanzania's growth agenda. However, Tanzania's education system has few qualified teachers or textbooks, and suffers from weak accountability as it undergoes decentralization from the central ministry to the district level. Gains in access need to be sustained through ongoing investment in the quality of education, particularly in terms of teacher numbers and qualifications and motivation to teach. There are continuing challenges to achieve greater geographic and gender equality, and to meet the needs of vulnerable children. USAID supports Tanzania's education sector development strategies and plans while complementing and strengthening the work of education basket funds. The capacity for devolved educational governance is being strengthened to ensure that public funds are effectively managed by school management committees, local government councils, and the Parliamentary Committee for educational service delivery. USAID is also increasing the number of girls receiving pre-school, primary and secondary education, as well as providing specialized training for existing teachers to improve the quality of math, science and English education that underserved populations (especially female Muslims and pastoralists) receive.

Water and Sanitation are important for the development of Tanzania especially making safe and clean drinking water accessible to the poor. This is a new congressional earmark in the Mission Program portfolio and is aimed at improving access to clean water and sanitation facilities at school and local health facilities; increase the capacity of water user groups, water managers, and community health workers.

Economic Growth: Eighty percent of Tanzanians live in rural areas and are dependent on agriculture for their livelihoods. This fact, together with increasing migration to cities, which are unable to provide adequate services or jobs, requires attention focused on raising rural incomes. Without recourse to other sources of income, there is little incentive for the rural poor to use Tanzania's bountiful natural resources in a sustainable manner to safeguard future incomes. USAID has been a lead donor in the environment sector and often the only donor working with the Government of Tanzania (GOT) in management of wildlife areas and enactment of laws covering natural resource management. USAID programs are addressing the gap between environmental exploitation and conditions that encourage sustainable resource conservation practices by supporting national environmental and agricultural export policy reforms, conserving biodiversity, building community conservation, agriculture, and trade capacity. USG support is enhancing the productivity of micro-enterprises, promoting efficiency in commodity value chains and increasing the competitiveness of Tanzanian exports in regional and international markets.

All total, USAID/Tanzania has approximately 50 implementing partners, both bilateral and those managed under the field support mechanism. (This figure excludes USAID HIV/AIDS team (PEPFAR) implementing partners, which number approximately 36.)

III. SCOPE OF WORK

Overall under the scope of this contract, the Contractor shall assist USAID/Tanzania technical teams (Education, Health, and NRM/EG) to:

- a. Comply with ADS guidelines on performance monitoring;
- b. Design a comprehensive M&E plan for relevant Mission activities (see Section A. Performance Monitoring below);
- c. Develop a system for documenting progress and impact;
- d. Formalize the evaluation process; and
- e. Provide specific M&E services as requested, such as conducting data quality assessments, specific evaluations, and performance management plan development, data collection and field monitoring.
- f. Manage and maintain a Mission wide Performance Indicator Database for monitoring and reporting¹.
- g. Collaborate where applicable and appropriate with other M&E contracting firms providing services to USAID/Tanzania.

A. Performance Monitoring

1. The Contractor shall build on the Mission's Operational Plan performance indicators to design a monitoring methodology and evaluation system. This system will coordinate data gathering, analysis and dissemination activities of all information components (USAID, implementing partners, other donors, academic institutions, and regional and national data sources), preventing duplication and promoting synergy. This function will complement, not replace, implementing partner reporting and performance management responsibilities. Specific tasks:

- a. Review current Mission performance measurement, planning and M&E systems;
- b. Develop an inventory of required indicators, reports, and evaluations. Develop and planning timetable around these requirements to collect and compile results.
- c. Make recommendations to revise, update, strengthen, and/or streamline systems;
- d. Ensure that appropriate standardized and customized indicators at the program area and elements are identified and being tracked with sufficient rigor to determine program impact;
- e. Develop an inventory of indicators, composite indicators and indices used by development partners in Tanzania, including other donors and GOT;
- f. Ensure that implementing partners are using common definitions and comparable methods of data collection, and compatible reporting formats;

2. The Contractor shall develop a system for documenting process and impact, as follows:

- a. Analyze the data gathered and suggest ways to improve USAID/Tanzania's performance, particularly with regard to impact of the program;
- b. Collaborate with, and support, teams and partners to document how results and impact (both anticipated and unanticipated) are achieved by various activities/projects;
- c. Evaluate currently used methods to report monitoring and evaluation findings to USAID, PEPFAR, partners, and the wider public and develop an approach that both facilitates corrective actions for better program performance and broadly disseminates program success stories.

B. Evaluations

The Contractor shall formalize the evaluation process to meet the needs of the Mission and comply with current ADS guidance. The Contractor will be expected to be available to provide guidance and

¹ The Mission is currently developing a Geographical Information System (GIS) database which will also have performance indicators for each Team. The database will be web based which will enable our implementing partner access the database for data entry and retrieval.

assistance as noted below, to ensure quality, timeliness and adequate dissemination of results. Tasks will include:

- a. Identify, within four months of the start of the task order, a roster of Tanzanian firms, organizations, and individuals, available and highly qualified to conduct evaluations of USAID activities, as needed; and propose an approach that will provide Mission-wide access to these resources;
- b. Advise Mission activity managers and implementing partners as needed on the development of statements of work for contract/assistance instrument, activity, and SO-level evaluations to ensure inclusion of key evaluation questions and impact analysis and identify evaluation terms;
- c. Recommend methods to ensure the effective and timely use of evaluations to facilitate corrective action and, most importantly, to disseminate lessons learned;
- d. Provide guidance and advice to ensure quality, timeliness and adequate dissemination of evaluation results;

C. Specific Tasks- Education

Activities under this contract should achieve the following results for the Education Team:

- develop a strategy for tracking and reporting progress (or explain lack of progress) on specific USAID/Tanzania education indicators set forth in both the USAID/Tanzania Operational Plan as well as individual project documents (such as the Performance Management Plan – PMP);
- conduct Data Quality Assessments (DQA) of those USAID/Tanzania education indicators that the Implementing Partners track;
- develop one or two relevant impact indicators for the USAID/Tanzania education portfolio;
- carry out such tracking and reporting; develop a strategy for evaluating by means of a performance audit/assessment, the performance of all Implementing Partners within the education activities with which USAID/Tanzania has a contractual or other Agreement; and;
- carry out such performance audit/assessments.

1. Progress tracking on specific indicators

The precise indicators the Contractor should track regularly include, but are not limited to:

- Number of learners enrolled in USG-supported pre-primary schools or equivalent non-school-based settings (women/men)
- Number of learners enrolled in USG-supported primary schools or equivalent non-school-based settings (women/men)
- Number of learners enrolled in USG-supported secondary schools or equivalent non-school-based settings (women/men)
- Number of textbooks and other teaching and learning materials provided with USG assistance
- Number of teachers/educators trained with USG support

Tracking of indicators will sometimes require the Contractor to establish reasonable definitions, subject to USAID/Tanzania approval, e.g., what constitutes a “teaching and learning material.” The Contractor will be expected to confer with the designated CTO and USAID/Tanzania activity manager to determine acceptable definitions. No definition will be adopted without the approval of the CTO.

The Contractor is expected to approach the various implementing partners, and Government of Tanzania counterpart agencies, for assistance and information/data gathering. This will be done upon the USAID/Tanzania activity manager officially informing the implementing partners and Government counterpart agencies of the role and responsibilities of the Contractor. The Contractor should maintain an indicator database listing all indicators with current data. The database should include, at minimum, baseline levels for all indicators (provided in the USAID/Tanzania Operational Plan), levels each quarter, targets (to be provided by the activity manager), and notes on definitions and assumptions. The database should be available on demand by the activity manager.

2. Performance evaluations of Implementing Partners

The Contractor will be expected to carry out performance evaluations of all Implementing Partners with which USAID/Tanzania has a contractual or other Agreement for education activities. These evaluations should include, where applicable, the activities of sub-grantees, but such sub-grantees need not be the subject of a separate audit.

At present USAID/Tanzania's Implementing Partners for education include:

- Education Development Center (EDC)
- Aga Khan Foundation (AKF)
- Roots & Shoots Tanzania (R&S)
- Sesame Workshop (SW)
- Maasai Women Development Organization (MWEDO)
- International Youth Foundation (IYF)

Other Implementing Partners (IPs) may be added as Agreements are finalized, not to exceed a total of ten IPs for which contractor will be responsible. "Implementing Partners" is not considered to include the Government of Tanzania or any of its organs, or a US Government agency with which USAID/Tanzania has executed a contract to carry out activities under the education activity.

The preferred methodology for the evaluations will be the performance assessment (or performance audit) that contains cost effectiveness analyses. Using standard methods acceptable and commonly used within the international management consulting community, the contractor will conduct at least one "initial/mid-course" (ideally to be conducted in 2008).

During the mid-course assessment, the Contractor will:

- o Assess the partner's performance in carrying out the objectives mutually agreed by USAID/Tanzania and the partner under the education activity using the partner's technical proposal as yardstick.
- o Provide an objective, systematic examination of whether the partner is achieving economy, cost efficiency, and results effectiveness in carrying out the objectives stated in its technical proposal.
- o Propose relevant management solutions to enhance progress in the field.

At a minimum, the mid-course performance audit should assess progress made in each activity area in the partner's technical proposal and/or work plan; where lack of progress is indicated, the assessor/auditor should make specific recommendations for improvement to be considered and evaluated in the "follow-on/final" audit.

D. Specific Tasks- Health and NRM/EG

Specific tasks that may be requested by the Health and NRM/EG Technical Teams include, but are not limited to the following:

- o Ensure that the Performance Management Plans (PMPs) of ongoing and newly designed activities are in compliance with the ADS and have the capacity to monitor and report impact;
- o Ensure that indicators meet or surpass data quality and reliability standards, through data quality assessments and other means;
- o Produce results summaries of specific activities using data provided to meet unanticipated or special reporting needs. Summaries may address high-profile earmarks or cross-cutting issues;
- o Produce specific evaluations, sectoral studies or cross-cutting analyses to assist technical teams in decision making, managing for results, and information sharing with customers and stakeholders; and
- o Provide M&E capacity building workshops for technical teams and IPs to improve activity design, implementation, and evaluation.
- o Support IPs to develop PMPs, and other M & E related tools which will help them to report comprehensively and in conformity with USAID reporting guidelines and formats.

IV. REPORTS AND DELIVERABLES

See Section F.5

V. IMPLEMENTATION AND MANAGEMENT PLAN

USAID – Contractor Relationship

This contract will be managed by the USAID/Tanzania Program Office with additional technical input from other USAID technical teams. A USAID/Tanzania Program Office M&E specialist will function as the CTO for this contract.

The CTO will work collaboratively with the Contractor to develop the required annual work plans and progress reports. This includes cost and quality control under this contract. Technical requirements and tasks will be based on the Contractor's proposed work plan, as amended during discussions with USAID.

VI. STAFFING RESPONSIBILITIES

The Contractor is required to submit a draft staffing plan with its proposal. The Contractor should propose a small yet effective team whose combined skills and background includes significant professional experience in designing, implementing, and managing a monitoring, evaluation, and performance management system; technical expertise pertinent to USAID/Tanzania's Program Areas as described above, experience in capacity building and transfer of skills and international development experience. Improved Tanzanian capacity in monitoring, evaluation and performance management is an important outcome of this activity, and to the extent possible the technical assistance team proposed should include Tanzanian nationals.

VII. Branding and Marking Strategy

As part of USAID's branding initiative, marking and branding requirements became effective on December 13, 2005 with the *Acquisition & Assistance Policy Directive-AAPD 05-11- "Marking Under Assistance Instruments."* This was followed by the January 2, 2006 publication of 22 CFR 226 of the *Federal Register*, "*Administration of Assistance Awards to U.S. Non-Governmental Organizations; Marking Requirements.*" On January 10, 2007 policy revisions were issued for assistance instruments along with guidance for contracts (acquisitions) in the revised *ADS Chapter 320, "Branding and Marking."*

For contracts (acquisitions) during the pre-award period, the USAID Activity Manager prepares the Branding Strategy for inclusion in the Request for Proposal or Request for Task Order Proposal, and offerors respond by preparing the Branding Implementation Plan and Marking Plan (BIP).

A Branding Strategy describes how an activity is named, communicated to beneficiaries, and promoted in the host country and must be consistent with the regulatory requirements set out in all policy directives noted above.

A Marking Plan details what activity or materials will bear the USAID Identity and also must conform to the aforementioned policy directives.

Prospective contractors may request exceptions (programmatic in nature) in their Marking Plans as per the guidance provided. In the event of unanticipated safety, security or political concerns etc, the Mission's Principal Officer may waive marking requirements.

All Branding Implementation Plans will be reviewed by the Contracting Officer and other USAID employees for adequacy. Following completion of the review, USAID/Tanzania will negotiate any required changes, approve, and include the Strategy and Plan as part of the acquisition award. Failure to submit or negotiate an acceptable Branding and Marking Strategy (or BIP) will result in that applicant becoming ineligible for award. Any estimated costs associated with branding and marking, if approved, will be included in the Total Estimated Amount of the award.

The purpose of the activity described in this RFP is to design a comprehensive performance measurement, planning, monitoring and evaluation, and reporting system to measure USAID/Tanzania's performance in achieving its objectives as laid out in Country Assistance Strategy (CAS) FY 2009 – 2013, as well as its Operational Planning and Performance Reporting documentation. Once designed, the Contractor will assist in implementation of specific components based on the needs of USAID technical offices. This system shall be comprised of components that will enable USAID/Tanzania to fulfill its performance monitoring, evaluation, reporting, and dissemination requirements as mandated in the ADS and other Agency guidance.

The Contractor should prepare a Branding Implementation Plan (BIP) which reflects an awareness of the purposes of this activity described above. As the M & E reports and indicator data will be primarily for USG consumption, shared as appropriate with selected officials from the Government of Tanzania by the USAID/Tanzania Program Officer, press releases or other public communication activities related to this activity are not desired.

Marking Plan Guidance: The MP developed by the contractor should enumerate the public communications, commodities, program materials, or other items which will visibly bear or will be marked with the USAID Identity. All program materials, including press releases, reports, training manuals, invitations, banners, and training agendas, should be marked with the USAID Identity (which consists of the USAID logo and the line "From the American People") in compliance with the color and other standards set forth in the USAID Graphic Standards Manual (See: <http://www.usaid.gov/policy/ads>). All Identities/Logos should be roughly the same size and prominence. In addition, the MP must address, specifically, how its reports or other publications, press releases, training manuals, and program-related events (trainings, press conferences, etc.) will display the USAID Identity.

The Contractor can download Graphic Standard Manuals from the following link to be used as the Marking guideline for the contract: http://www.usaid.gov/branding/USAID_Graphic_Standards_Manual.pdf. Additional information on Marking requirements can also be obtained from this link <http://www.usaid.gov/branding/acquisition.html>. Please contact the USAID/Tanzania Cognizant Technical officer in the event that you have been unable to download the document.

The Contractor's technical proposal titled **"Monitoring and Evaluation Services for USAID/Tanzania – Technical Proposal"** is hereby incorporated into this contract as part of this Statement of Work. In case of conflict, the USAID Statement of Work shall supersede.

VIII. EVALUATION CRITERIA/FACTORS

The entire technical proposal should fall within 30 single-sided pages, 12-point font (including key personnel, bios, CVs, etc.) and should address the following points:

See Section M.

SECTION D - PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

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

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

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

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

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

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

E.2 INSPECTION AND ACCEPTANCE

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

USAID/Tanzania

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

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER DATE	TITLE	
52.242-15	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STOP-WORK ORDER	AUG
1989		
	ALTERNATE I	(APR
1984)		

F.2 DELIVERY SCHEDULE

Please refer to Section C.

F.3 PERIOD OF PERFORMANCE

The period of performance for this contract will be for two years from the signing date of the contract by the Contracting Officer.

F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C, Tangible Results and Deliverables, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

F.5 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G:

The reporting responsibilities detailed under this contract will require that the contractor establish strong linkages with and liaise closely with other USAID/Tanzania partners that carry out analytic work and generate data for dissemination.

1. Annual Work Plan

Within the first 60 days after the award of the task order, the Contractor shall submit the first annual work plan to the USAID/Tanzania CTO for approval. This work plan will be for the first year of performance. Annual work plans for subsequent years shall be submitted on or before the anniversary date of this order.

Work plans shall be developed collaboratively with the CTO and technical teams, and shall describe the activities and interventions required to meet the Contract outputs, including:

- a. Proposed activities for the given year;
- b. Corresponding time frame for implementation of annual activities;
- c. Detailed budget for implementation;
- d. Information on how activities will be implemented in a collaborative and coordinated manner with implementing partners and counterpart organizations;
- e. Review previous year's accomplishments, problems, and progress towards achieving task order outputs; and
- f. Proposed annual accomplishments and progress towards achieving outputs.

2. The Contractor shall prepare, and update annually, a roster of Tanzanian firms, organization and individuals available to provide M&E technical assistance.

The Contractor will NOT prepare Agency reports such as the Annual Report or Congressional Budget Justification.

3. (i) Quarterly Progress Reports – discuss the status and performance of those aspects of the program for which the contractor is responsible. The contractor shall submit to the CTO and Contracting Officer Quarterly Progress Reports 30 days after the end of each quarter. Specific form and content will be agreed to at the work-planning stage, but will include at least the following information:

- A summary and assessment of project activities and accomplishments during the quarter in relation to the agreed upon benchmarks contained in the annual work plan and directly linked to the M&E indicators and targets, including percentage completion of work plan tasks and results achieved.
- A summary of problems, issues, and means of addressing/correcting them. For each corrective action proposed, the contractor will designate responsible parties and establish a timeframe for completion of the action.
- A summary of the status of tasks or results accomplished by short-term technical advisors during the period.
- Value of work performed during the quarter by local sub-contracted firms.
- Financial status of the contract and use of project resources under the control of the contractor.
- Detailed work plan for the following quarter.
- A chart that presents progress accomplished versus scheduled.

In addition, the Contractor should include a special section on the tracking of the Education indicators as described in Section IV.C above. This section of the report should describe the methodology used and should provide findings/basic analysis, and conclusions and recommendations as per ADS 203.3.6.7. The section should also discuss the performance of the USAID-supported education projects with respect to gender equity and inclusion. The report should describe the methodology used, and should provide an analysis of whether or not gender issues are correctly represented and addressed by the education projects.

(ii) Quarterly Financial Report – Ten days after the end of each fiscal quarter, the contractor shall submit to the CTO a report on expenditures accrued during the report period and projected accrued expenditures for the next quarter. This will report against the contract line items, broken down as appropriate. At least three hard copies of the report in English and one copy on CD in Excel shall be submitted. The contractor shall scan the diskette/CD for viruses prior to submission to USAID.

4. (i) Annual Progress Reports – On October 15th, the contractor shall submit to USAID/Tanzania an Annual Progress Report. In addition to the information given above for Quarterly Progress Reports, it will contain a comprehensive narrative report summarizing the previous year's activities and

accomplishments against the respective annual work plan, and will serve as the tool by which USAID/Tanzania monitors the performance of the contractor. The report will include status of personnel and project activities, and will summarize services delivered and progress towards achieving results identified in the Strategic Objective. Final details on the format of this report will be developed in consultation with USAID upon awarding of the contract.

The report will also include Annexes as follows:

- o Annual financial status reports;
- o Project bibliography including reports prepared by contractor and others;
- o A list of all technical assistance activities, including specialist name, purpose and duration of consultation, achievements, and problems encountered (if any);
- o A list of in-country courses and seminars organized and number of participants, with a gender disaggregating of training participants;
- o A list of equipment and materials purchased, including item purchased, destination of equipment and amount expended; and
- o A quantitative comparison of Education project accomplishments to date vs. project benchmarks, M&E indicators and targets, and overall end of the Education project objectives. Trends analysis, and conclusions about program impact based on evidence gathered should also be discussed.

(ii) Annual Financial Reports – The fourth Quarterly Financial Report will constitute the Annual Financial Progress Report. Five hard copies of this report in English and one copy on CD in Excel shall be due with the Annual Report. The CD will be scanned for viruses prior to submission to USAID.

5. Final Report – Sixty days prior to the contract completion date, the contractor will submit a draft final report to the Project Officer that will summarize implementation progress for all tasks including achievements of strategic results, shortfalls, problems, recommended solutions, and contractor's assessment of the contract work completed. The report shall provide quantitative representation. Final details on the format of this report will be developed in consultation with USAID upon awarding of the contract.

6. Other Special Reports – The contractor will be required to submit to USAID/Tanzania any special reports, as requested by USAID, or as determined by the Annual Work plan. These reports will include trip and consultant reports; technical reports; and seminar reports and evaluation. The reports required and the number of copies will be determined at the time of the Annual Work plan. Progress Reporting – Frequent briefings and discussions on progress and implementation issues are required between the Contractor's Representative and the CTO. These may occur less frequently as directed by or agreed to by the CTO.

F.6 KEY PERSONNEL

A. The key personnel which the Contractor shall furnish for the performance of this contract are as follows:

Name	Title
------	-------

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

F.7 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI

In accordance with AIDAR Clause 752.7005 "Submission Requirements for Development Experience Documents (OCT 1997)" (the full text of which is included in Section H), USAID contractors are to submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address (rather than the outdated address in the cited clause):

Development Experience Clearinghouse
8403 Colesville Road, Suite 210
Silver Spring, MD 20910

Telephone Number (301)562-0641
Fax Number (301)588-7787
E-mail: docsubmit@dec.cdie.org
<http://www.dec.org>

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

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

Total Expenditures
[Document Number: XXX-X-XX-XXXX-XX]

Line Item No.	Description	Amt vouchered to date	Amt vouchered this period
001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$ XXXX.XX
002	Product/Service Desc. for Line Item 002	XXXX.XX	XXXX.XX
Total		XXXX.XX	XXXX.XX

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

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

BY: _____

TITLE: _____

DATE: _____

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with

written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

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

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

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

USAID/Tanzania
2140 Dar es Salaam Place
Washington D.C. 20521-2140

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer (CTO) is (name of the CTO will be provided after award is signed) or his or her designee at:

USAID/Tanzania
2140 Dar es Salaam Place
Washington D.C. 20521-2140

Telephone: +255 22 266 8490

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

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

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

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

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

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

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

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

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

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

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

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

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

(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

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

G.5 PAYING OFFICE

The paying office for this contract is:

Mission Controller
USAID/Tanzania
2140 Dar es Salaam Place
Washington DC 20521-2140

G.6 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal:

Operating Unit:

Strategic Objective:

Team/Division:

Benefiting Geo Area:

Object Class:

Amount Obligated:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

752.7027

PERSONNEL

DEC 1990

H.1 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

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

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

H.2 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (OCT 1997)

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to the Development Experience Information Division of the Center for Development Information and Evaluation (PPC/DCIE/DI) in the Bureau for Policy and Program Coordination, 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). Information may be obtained from the Cognizant Technical Officer (CTO). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to PPC/ CDIE/DI copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

(2) Upon contract completion, the contractor shall submit to PPC/CDIE/DI an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements.

(1) Distribution. (i) The contractor shall submit contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in electronic format and hard copy (one copy) to U.S.

Agency for International Development PPC/CDIE/DI, Attn: ACQUISITIONS, Washington D.C. 20523 at the same time submission is made to the CTO.

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

(2) Format. (i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USUSAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(ii) The hard copy report shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the hard copy submitted.

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, ASCII, and Portable Document Format (PDF). Submission in Portable Document Format is encouraged.

(v) The electronic document submission shall include the following descriptive information:

(A) Name and version of the application software used to create the file, e.g., WordPerfect Version 6.1 or ASCII or PDF.

(B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.

(C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

H.3 INSURANCE AND SERVICES

(a) 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 Proctor
(703) 354-1616

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

(b) 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.

H.4 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 935.

H.5 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the following equipment and/or resources:

H.6 LOGISTIC SUPPORT

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

H.7 LANGUAGE REQUIREMENTS

Contractor personnel and/or consultant shall have English language proficiency to perform technical services.

H.8 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT

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

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development
Office of Small and Disadvantaged Business
Utilization
Room 7.08 RRB
Washington, D.C. 20523

H.9 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

H.10 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

Funds in this [contract, agreement, amendment] may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences" or as approved by the [CO/AO/CTO].

H.11 REPORTING OF FOREIGN TAXES

(a) Final and Interim Reports. The Contractor must annually submit two reports: (i) An interim report by November 17; and (ii) A final report by April 16 of the next year.

(b) Contents of Report. The reports must contain: (i) Contractor name. (ii) Contact name with phone, fax and email. (iii) Agreement number(s). (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. NOTE: For fiscal year 2003 only, the reporting period is February 20, 2003 through September 30, 2003. (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa). (vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31. (vii) The final report is an updated cumulative report of the interim report. (viii) Reports are required even if the contractor/recipient did not pay any taxes during the report period. (ix) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause: (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements. (ii) "Commodity" means any material, article, supply, goods, or equipment. (iii) "Foreign government" includes any foreign governmental entity. (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to:

Mission Controller
USAID/Tanzania
2140 Dar es Salaam Place
Washington D.C 20521-2140

(e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements. (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

H.12 COMBATING TRAFFICKING IN PERSONS (APR 2006)

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

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract, including all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means a Contractor that has no more than one employee including the Contractor.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding Contractors and Contractor employees that engage in or support severe forms of trafficking in persons, procurement of commercial sex acts, or use of forced labor. During the performance of this contract, the Contractor shall ensure that its employees do not violate this policy.

(c) *Contractor requirements.* The Contractor, if other than an individual, shall establish policies and procedures for ensuring that its employees do not engage in or support severe forms of trafficking in persons, procure commercial sex acts, or use forced labor in the performance of this contract. At a minimum, the Contractor shall—

- (1) Publish a statement notifying its employees of the United States Government's zero tolerance policy described in paragraph (b) of this clause and specifying the actions that will be taken against

employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment;

(2) Establish an awareness program to inform employees about—

(i) The Contractor's policy of ensuring that employees do not engage in severe forms of trafficking in persons, procure commercial sex acts, or use forced labor;

(ii) The actions that will be taken against employees for violation of such policy;

(iii) Regulations applying to conduct if performance of the contract is outside the U.S., including—

(A) All host country Government laws and regulations relating to severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor; and

(B) All United States laws and regulations on severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor which may apply to its employees' conduct in the host nation, including those laws for which jurisdiction is established by the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261-3267), and 18 U.S.C 3271, Trafficking in Persons Offenses Committed by Persons Employed by or Accompanying the Federal Government Outside the United States;

(3) Provide all employees directly engaged in performance of the contract with a copy of the statement required by paragraph (c)(1) of this clause and obtain written agreement from the employee that the employee shall abide by the terms of the statement; and

(4) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the contracting officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a contract employee has engaged in conduct that violates this policy; and

(2) Any actions taken against employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c) or (d) of this clause may render the Contractor subject to—

(1) Required removal of a Contractor employee or employees from the performance of the contract;

(2) Required subcontractor termination;

(3) Suspension of contract payments;

(4) Loss of award fee for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts for the acquisition of services.

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

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID

programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:

<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

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

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
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	SEP 2006
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	SEP 2005
52.204-2	SECURITY REQUIREMENTS	AUG 1996
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	JAN 2005
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.222-50	COMBATING TRAFFICKING IN PERSONS	APR 2006
52.225-1	BUY AMERICAN ACT--SUPPLIES	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE	APR 1984

BASE ACT)			
1996	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR
	52.232-17	INTEREST	JUN 1996
	52.232-20	LIMITATION OF COST	APR 1984
	52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
	52.233-3	PROTEST AFTER AWARD	AUG 1996
		ALTERNATE I (JUN 1985)	
	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
	52.242-13	BANKRUPTCY	JUL 1995
	52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987
		ALTERNATE I (APR 1984)	
	52.244-2A	SUBCONTRACTS	JAN 2006
		ALTERNATE I (JAN 2006)	
	52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	SEP 2006
2004	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
	52.248-1	VALUE ENGINEERING	FEB 2000
	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY
		(MAY 2004)	
	52.249-14	EXCUSABLE DELAYS	APR 1984
	52.253-1	COMPUTER GENERATED FORMS	JAN 1991
AIDAR 48 CFR CHAPTER 7			
@ 1993	752.202-1	DEFINITIONS	
	752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
	752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR
	752.232-70	LETTER OF CREDIT ADVANCE PAYMENT	OCT 1989
	752.7001	BIOGRAPHICAL DATA	JUL 1997
	752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
	752.7006	NOTICES	APR 1984
	752.7007	PERSONNEL COMPENSATION	APR 2006
	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
	752.7025	APPROVALS	APR 1984
	752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
	752.7029	POST PRIVILEGES	JUL 1993
	752.7033	PHYSICAL FITNESS	JUL 1997

I.2 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause-- United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island. (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments. For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number: National Labor Relations Board Division of Information 1099 14th Street, N.W. Washington, DC 20570 1-866-667-6572 1-866-316-6572 (TTY) To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor. (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law. (e) The requirement to post the employee notice in paragraph (b) does not apply to-- (1) Contractors and subcontractors that employ fewer than 15 persons; (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees; (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements; (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-- (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States. (f) The

Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; (2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster. (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.3 52.232-25 PROMPT PAYMENT (FEB 2002) **ALTERNATE I (FEB 2002)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

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

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(e) Invoices for interim payments. For interim payments under this cost-reimbursement contract for services--

(1) Paragraphs (a)(2), (a)(3), (a)(4)(ii), (a)(4)(iii), and (a)(5)(i) do not apply;

(2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30th day after the designated billing office receives a proper invoice; and

(3) The contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.

I.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

I.5 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

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

I.6 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 contract or approved in writing by the

contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(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.

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

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
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ATTACHMENT 2 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

A hard copy is attached at the end of this document;however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 3 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

A hard copy is attached at the end of this document;however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.3 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

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

(2) The small business size standard is .

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

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

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

☐ (i) Paragraph (c) applies. ☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

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

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

K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

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

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

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

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

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

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

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

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

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

K.5 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street (street address, city, state, county, code)	Name and address of owner and operator of the plant or facility if other than offeror or respondent

K.6 52.225-2 BUY AMERICAN ACT CERTIFICATE (JUNE 2003)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(b) Foreign End Products:

Line Item No.	Country Of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

K.7 INSURANCE - IMMUNITY FROM TORT LIABILITY

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

K.8 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and [] agrees to the terms and conditions set forth therein; or [] has the following exceptions (continue on a separate attachment page, if necessary):

K.9 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐ has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.10 SIGNATURE

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

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT 2003

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

The Government contemplates award of a (Cost Plus Fixed Fee) contract resulting from this solicitation.

L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

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

Hand-Carried Address: USAID/Tanzania
 2140 Dar es Salaam Place
 Washington D.C. 20521-2140

Mailing Address: Same as above

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

L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier

and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

L.5 GENERAL INSTRUCTIONS TO OFFERORS

(a) The offeror should submit the proposal either

(i) electronically - internet email with up to attachments (2MB limit) per email compatible with MS WORD, Excel, Lotus 123 and/or WordPerfect in a MS Windows environment. Only those pages requiring original manual signatures should be sent via facsimile. (Facsimile of the entire proposal is not authorized); or

(ii) via regular mail - sending paper copies of a technical proposal and one original and copies of a cost proposal, however the issuing office receives regular international mail only once a week. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer; or

(iii) hand delivery (including commercial courier) of paper copies of a technical proposal and one original and copies of a cost proposal to the issuing office.

(iv) Regardless of the method used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

(b) Submission of Alternate Proposals

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

(c) Government Obligation

The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

L.6 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) The Technical Proposal in response to this solicitation should address how the offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M.

(b) The past performance references required by this section shall be included as an annex or attachment of the technical proposal.

(c) Detailed information should be presented only when required by specific RFP instructions. Proposals are limited to 40 pages, OVER 40 PAGES WILL NOT BE EVALUATED, and shall be written in English and typed on standard 8 1/2" x 11" paper (216mm by 297mm paper), single spaced, 10 characters per inch with each page numbered consecutively. Items such as graphs, charts, cover pages, dividers, table of contents, and attachments (i.e. key personnel resumes, reply to

case studies, table summarizing qualifications of proposed personnel, past performance summary table and past performance report forms) are not included in the 40-page limitation.

(d) The technical proposal should, at a minimum, include the following:

L.7 INSTRUCTIONS REGARDING KEY PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

L.8 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

The budget proposal shall be a detailed one and shall include the following:

1. Detailed budget proposal in MS EXCEL spreadsheet including detailed budget narratives in MS WORD.
2. Justification on the basis of charging fees.
3. The offeror should link and breakdown the payment schedule (as proposed) to the deliverables.

L.9 SMALL BUSINESS PARTICIPATION

(a) As part of the evaluation of past performance in Section M.XX of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and past contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract.

In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must do the following:

1. Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar small business incentive programs set out in your contract(s).
2. To supplement the narrative summary in 1. above, provide with your summary a copy of the most recent SF 294 "Subcontracting Report for Individual Contracts" for each contract against which you were required to report for the past three years.
3. Provide us with the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her phone number, and e-mail address for each.
4. USAID reserves the right to obtain past performance information from other sources, including any SB concern you have not named [per (a)2.] or government agency.

(b) Small business concerns will not be evaluated favorably or unfavorably (consistent with FAR 15.305(a)(2)(iv)).

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION CRITERIA

Technical, cost and other factors will be evaluated relative to each other, as described herein.

(a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.

(b) The cost proposal will be scored by the method described in this Section.

(c) The criteria below are presented by major category, with relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation.

Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.

The following four factors represent the key areas of importance and emphasis to be considered in the source selection decision. An “adjectival” rating method (with the following weights) is used to consider the following:

Technical Approach and Soundness (50%):

- Demonstrates a clear understanding of the full range of requirements and demands of the four components specified in the scope of work.
- Outlines a detailed plan to carry out program activities specified in the scope of work, including the development/refinement of reliable, efficient systems that address reporting and planning needs. The submitted plan shall include significant milestones and targets.
- Demonstrates that qualified personnel with technical expertise are working in at least two of the three USAID program Objectives (Education, Health, Economic Growth).
- Demonstrates flexibility and responsiveness to *ad hoc* reporting deadlines, which frequently require fast turn-around.

Staffing and Management Structure (30%): The Offeror’s proposed Staffing Plan and Management Structure (SPMS) should demonstrate clearly how it will support the proposed technical approach to achieve intended results. The SPMS will be evaluated for the degree to which it addresses the following:

- Staffing Plan:
 1. The Chief of Party (COP) is a critical position to this activity: The proposed COP should have extensive relevant experience managing the mobilization and oversight of monitoring and evaluation projects. Part of this experience should have been obtained while working on monitoring and evaluation services for international donor missions similar to USAID/Tanzania.
 - o The COP should have demonstrated continuous professional excellence, proven leadership and management abilities, excellent team building and communication skills, and strong cross-cultural and interpersonal skills.
 - o All other proposed personnel should have extensive relevant experience obtained from working in areas relevant to the positions for which they are proposed.
 - o The proposed personnel should have demonstrated capability in working to strengthen sustainable individual and organizational performance.
 - o The staffing plan should demonstrate the degree to which qualified Tanzanians individuals will be integrated into the management structure, staffing and operations.
- Management Structure:

1. The organizational structure should clearly demonstrate well-defined lines of authority, responsibility and communication.
2. Define how the Offeror will coordinate with implementing partners and USAID a regular basis.
3. Propose management techniques that will facilitate the early identification and resolution of problems and allow the Offeror to respond to changes and challenges.

Past Performance and Institutional Experience (20%):

Past Performance References: Offerors must include a complete list of all U.S. Governmental and/or privately-funded contracts, grants, cooperative agreements, etc. received by their firm/organization in the last three fiscal years. For past performance, a narrative with the following information will be sufficient:

- o Name of awarding organization or agency;
- o Address of awarding organization or agency;
- o Place of performance of services or program;
- o Award number;
- o Award amount;
- o Award term (begin and end dates of services/program);
- o Name, current telephone number, current fax number, and email address (if available) of a responsible technical representative of that organization or agency; and
- o Brief description of the program.

Past performance information will be used for both the responsibility determination and best-value decision. USAID may use performance information obtained from other than the sources identified by the Offeror/subcontractor. USAID will utilize existing databases of performance information and solicit additional information from the references provided in a) above and from any other sources should the Contracting Officer deem it necessary.

Institutional Experience:

- o The Offeror should submit a summary of its experience in managing and/or implementing programs similar to this proposed activity, including but not limited to the size, scale, duration, nature and complexity and geographic location(s).
- o The Offeror should demonstrate how its institutional experience will help to assure USAID that the results/outcomes of this proposed activity will be of very high quality, achieved in a timely manner, while maintaining cost control and acceptable business relations and practices.
- o If the performance information contains negative information on which the Offeror has not previously been given an opportunity to comment, USAID will provide the Offeror an opportunity to comment on it prior to its consideration in the evaluation, and any Offeror comment will be considered with the negative performance information.
- o USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current.

M.2 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

(a) Competitive Range: If the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

(b) Award: In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and subfactors as set forth in this solicitation.

M.3 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

M.4 SMALL BUSINESS PARTICIPATION

Past performance of offerors in using SB concerns (0%).

Offers from small business concerns will not be evaluated against this factor.

ATTACHMENT 2

USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

1. Name (Last, First, Middle)				2. Contractor's Name		
3. Employee's Address (include ZIP code)		4. Contract Number		5. Position Under Contract		
		6. Proposed Salary		7. Duration of Assignment		
8. Telephone Number (include area code)	9. Place of Birth		10. Citizenship (if non-U.S. citizen, give visa status)			
11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment						
12. EDUCATION (include all college or university degrees)				13. LANGUAGE PROFICIENCY (See Instructions on Reverse)		
NAME AND LOCATION OF INSTITUTE	MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading
14. EMPLOYMENT HISTORY 1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment. 2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.						
POSITION TITLE	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #		Dates of Employment (M/D/Y)		Annual Salary	
			From	To	Dollars	
15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)						
SERVICES PERFORMED	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #		Dates of Employment (M/D/Y)		Days at Rate	Daily Rate in Dollars
			From	To		
16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.						
Signature of Employee					Date	
17. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)						
Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that the USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.						
Signature of Contractor's Representative					Date	

INSTRUCTION

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

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

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

3. General professional proficiency

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

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

4. Advanced professional proficiency

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

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

5. Functional native proficiency

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

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

PAPERWORK REDUCTION ACT INFORMATION

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

PAPERWORK REDUCTION ACT NOTICE

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

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

ATTACHMENT 3
SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

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

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

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

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

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

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

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

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