



# USAID | DEMOCRATIC REPUBLIC OF CONGO

FROM THE AMERICAN PEOPLE

RFP Issue Date: June 03, 2014  
 Deadline for submission of Questions: June 17, 2014  
 12:00 noon, Kinshasa – DRC Time  
 Anticipated date of response to Questions: July 1, 2014  
 Closing Date for Proposal Submission: August 1, 2014  
 Closing Time: 12:00 noon, Kinshasa – DRC Time  
 Places of Performance: DRC

Subject: **Request for Proposal (RFP) # SOL-660-14-000006, Orphan and Vulnerable Children (OVC) program -- ELIKIA**

Dear Potential Offeror:

The United States Government, represented by the U.S Agency for International Development to the Democratic Republic of the Congo (USAID/DRC), is seeking proposals from qualified companies and organizations interested in providing services described in the attached solicitation. The solicitation and all amendments can be found on FedBizzOps at [www.fbo.gov](http://www.fbo.gov).

Proposals must be received electronically on or before the closing date stipulated above to provide the services and deliverables specified in the below RFP. Proposals must be sent via e-mail attachment(s) to [rschmidt@usaid.gov](mailto:rschmidt@usaid.gov), [erudge@usaid.gov](mailto:erudge@usaid.gov), and [orazafindratovo@usaid.gov](mailto:orazafindratovo@usaid.gov) by the closing date and must conform to all requirements outlined in Section L. Receipt time is when the proposal is received by the USAID internet server. If a proposal is received on time by at least one of the email addresses above, it will be considered timely. USAID reserves the right to award the contract subject to availability of funds.

USAID contemplates award of a Cost-Plus-Fixed-Fee (CPFF) Completion type contract. The maximum estimated cost of the contract (costs and fee) is **up to \$32 million** – covering a performance period of five years. Because USAID reserves the right to award a contract without discussions, initial proposals should represent an Offeror’s best proposal.

Any questions regarding the RFP’s requirements must be submitted via email to Robert P. Schmidt, Jr. at [rschmidt@usaid.gov](mailto:rschmidt@usaid.gov), Emily Rudge Revis at [erudge@usaid.gov](mailto:erudge@usaid.gov), with a copy to Ony Razafindratovo at [orazafindratovo@usaid.gov](mailto:orazafindratovo@usaid.gov) no later than **July 1, 2014, at 12:00 noon**, Kinshasa – DRC time.

The issuance of this solicitation does not obligate the USAID to award a contract, nor does it commit USAID to pay any cost incurred in the preparation and submission of proposals. We look forward to receiving and reviewing your proposals.

Sincerely,

*Robert P. Schmidt Jr.*

/s/ Robert P. Schmidt, Jr.  
 Supervisory Contracting Officer  
 USAID/ Democratic Republic of the Congo

Physical Address:  
 U.S. Agency for International Development  
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<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING N/A	PAGE OF 2	PAGES 92
2. CONTRACT NUMBER	3. SOLICITATION NUMBER <b>SOL-660-14-000006</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 08/XX/2014	6. REQUISITION/PURCHASE NUMBER REQ-660-14-000023	
7. ISSUED BY USAID/Democratic Republic of the Congo Acquisition and Assistance Office (OAA) Mobil Building, Avenue Isiro No. 198, Gare Centrale Democratic Republic of the Congo (DRC)		CODE	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 \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Section L until 1200 hours local time 08-01-2014  
(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 Robert P. Schmidt, Jr.; Emily Revis; Ony Razafindratovo	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS <a href="mailto:rschmidt@usaid.gov">rschmidt@usaid.gov</a> <a href="mailto:erudge@usaid.gov">erudge@usaid.gov</a> <a href="mailto:orazafindratovo@usaid.gov">orazafindratovo@usaid.gov</a>
	AREA CODE	NUMBER	EXT.	
		+243 81 555 4430		

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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 120 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	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE
				18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION <b>See Section G.8: Accounting and Appropriation Data</b>	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY Office of the Financial Management (OFM) USAID/DRC Mobil Building, Avenue Isiro No. 198 Gombe, Kinshasa - DRC	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	28. AWARD DATE

*Request for Proposal (RFP) No. SOL-660-14-000006*

(Signature of Contracting Officer)

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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 program for Orphan and Vulnerable Children (OVC) is to implement the activity named “Enhancing Services and Linkages for Children affected by HIV and AIDS – ELIKIA”, as described in detail in Section C, Statement of Objective.

#### B.2. CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) completion type contract.

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

- (a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is *\$TBD*. The fixed fee, if any, is *\$TBD*. The estimated cost plus fixed fee, if any, is *\$TBD*.
- (b) Within the estimated cost plus fixed fee, if any, specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is *\$TBD*. The Contractor must not exceed the aforesaid obligated amount unless authorized by the Contracting Officer pursuant to the clause of this contract entitled “Limitation of Funds” (FAR 52.232-22). See Section I of this contract.
- (c) Funds obligated hereunder are anticipated to be sufficient through [*to be inserted at the time of award*].

#### B.4. CONTRACT LINE ITEMS

The Contract Line Item Number (CLIN) budget is below:

Contract Line Item	Description	TOTAL
CLIN 01	Implementation of the OVC-ELIKIA Program (Total of the following: Program Implementation Grants Under Contract Fixed Fee	

#### B.5. INDIRECT COSTS

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs must be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
	%	1/	1/	1/
	%	2/	2/	2/
	%	3/	3/	3/

1/Base of Application:  
 Type of Rate:  
 Period:

2/Base of Application:  
 Type of Rate:  
 Period:

3/Base of Application:  
 Type of Rate:  
 Period:

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

**B.6. CEILING ON INDIRECT COSTS**

- (a) Reimbursement for indirect costs must be at the lower of the negotiated final Pre-determined rates or the following ceiling rates:

Description	Rate	Base	Type	Period
	%	1/	1/	1/
	%	2/	2/	2/
	%	3/	3/	3/

1/Base of Application:  
 Type of Rate:  
 Period:

2/Base of Application:  
 Type of Rate:  
 Period:

3/Base of Application:  
 Type of Rate:  
 Period:

- (b) The Government will not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates. If the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform to the lower rates.



- (c) This understanding must not change any monetary ceiling, obligation, or specific cost allowance or disallowance. Any changes in classifying or allocating indirect costs require the prior written approval of the Contracting Officer.

**B.7. MULTI-YEAR CONTRACT**

CLIN 01 is considered non-severable, and is therefore a multi-year contract as defined in FAR 17.103. Therefore, this contract is subject to the requirements of FAR 17.106.

Cancellation Dates:

Contract Year 2:	xxxxxx, 2015
Contract Year 3:	xxxxxx, 2016
Contract Year 4:	xxxxxx, 2017
Contract Year 5:	xxxxxx, 2018

Cancellation Ceiling:

This is a CPFF completion type contract where the contractor is authorized to be reimbursed for all costs which are allowable in accordance with FAR 52.216-7, "Allowable Costs and Payment". Therefore, the contractor is expected not to incur any costs which would have been amortized over the life of the contract should the contract be cancelled in accordance with FAR 52.217-2. Therefore, the cancellation ceiling for each cancellation date is (TBD at time of award).

**[END OF SECTION B]**

## SECTION C - STATEMENT OF OBJECTIVES

### C.1. PURPOSE

The purpose of this Statement of Objectives (SOO) is to provide guidance to Offerors on development of a Performance Work Statement (PWS) that fulfills the implementation of the activity named “Enhancing Services and Linkages for Children affected by HIV and AIDS – ELIKIA.”

Through the ELIKIA activity, USAID/DRC intends to procure the services of an institutional contractor to provide technical assistance to further the development of the country’s child protection sector. USAID anticipates a total estimated cost not to exceed \$32 million and a period of performance from October 2014 to September 2019.

The goal of this activity is to improve the lives of orphans and vulnerable children and their households in target PEPFAR geographic areas.

The activity purpose is to:

1. Reduce economic vulnerability of target households so that they can better provide for the essential needs of the children in their care.
2. Increase utilization of essential services among target orphans and other vulnerable children and their households.
3. Strengthen GDRC provincial and district social welfare systems.

In the following text, these objectives are described separately; however, this activity will tightly integrate systems strengthening and service delivery into its approach.

#### A. Programmatic Approaches

A multi-component approach with a focus on linking OVC services to clinical services in the three PEPFAR-focused provinces (Katanga, Kinshasa and Orientale) should be undertaken to address the antecedents of risk listed in the background section above. Age-segmentation and targeting based on different types of risks girls face should be utilized to mitigate AIDS impact on households as well as improving behaviors of parents and caregivers.. These include, but are not limited to the following:

- **Geographic Scope**

This activity will align with the PEPFAR/DRC Health Zone Strategy, which focuses on health zones in Katanga, Orientale, and Kinshasa provinces. The three major USG agencies engaged in PEPFAR programming for DRC have agreed to concentrate their relevant activities in a limited number of health zones in these three provinces to leverage their respective comparative advantages, promote linkages and referrals, and strengthen a true continuum of care for priority populations. Current priority health zones are located in urban and peri-urban areas of Kinshasa, Kisangani, and Lubumbashi as well as some more rural locations in other parts of Katanga. The Contractor is not expected to work in all PEPFAR health zones but in a representative subset distributed across all three target provinces. The Contractor should plan for the preponderance of its activities to take place in urban and peri-urban contexts and adjust its interventions accordingly.

The Contractor will describe its approach and criteria for selecting health zones in which to conduct activities. It will also specify its geographic approach for activity start-up and subsequent expansion and/or scale-up. The Contractor will ground its geographic focus in an informed understanding of the HIV epidemic in DRC, which is likely to change over time. Final geographic scope and sequencing will be

finalized together with USAID and other PEPFAR implementing agencies during the first 90 days following award.

- **Beneficiary Targeting**

The Contractor shall implement multiple identification and targeting strategies at different levels to maximize outreach and synergies with the broader continuum of care. This will include the following:

Community-Based Targeting: Participatory, community-led approaches for identifying vulnerable children (consistent with the OVC National Plan of Action) and/or vulnerable families caring for children has been a strength of past OVC programming in DRC and will continue to be an important entry point for this activity.

Facility-Based Targeting: The children of adults living with HIV, children of key populations, and children living with HIV are among the most vulnerable children who should be prioritized in this activity. The Contractor shall employ appropriate recruitment and referral strategies to identify these children through HIV-related facilities and service providers. These targeting strategies will also help the Contractor contribute to the continuum of care and broader PEPFAR outcomes, as many family strengthening interventions can provide important benefits to adults as well as their children.

- **Beneficiary Graduation and Exit Strategy**

The sustainability of OVC care and support is a key focus of this activity, across all results and activities. The Contractor will contribute to this objective by actively seeking to transition families and children out of activity support during the course of the activity. Regardless of the modalities envisioned for transition, the Contractor shall define clear pathways and criteria for beneficiaries to exit from activity support before the conclusion of the activity.

- **Family-Centered Approach for Orphans and Vulnerable Children**

Consistent with the updated PEPFAR guidance on OVC programming, the Contractor should situate the family as the primary unit of intervention. Globally, 95 percent of all children affected by HIV and AIDS live in families (which is consistent with data from DRC), and interventions that support entire households to provide for children's needs are encouraged.

- **Gender-Sensitive and Age-Appropriate Approaches**

The Contractor will employ gender-sensitive approaches in designing, implementing, and monitoring all aspects of this activity.

Men have greater access and more formalized rights to a wider variety of assets than women in the DRC. To compensate, interventions aimed at growing and protecting assets, such as cash transfers and microfinance strategies, have often targeted women and girls. While this approach may result in expanded access to resources within a limited scope, many of these efforts do not usually challenge the power structures that limit women's and girls' ongoing equal access to resources. Additionally, there can be unintended backlash from men and boys who may be in need of similar assistance. In some cases, notions of masculinity and femininity, particularly concerning the role of the "breadwinner," may be challenged by an economic strengthening intervention that might empower women but simultaneously cause resentment and reprisals from men. There is evidence that, in some contexts, women's economic

empowerment can put them at greater risk for violence<sup>1</sup> as well as evidence that, when combined with additional interventions, it can reduce the risk of violence.<sup>2</sup>

Additionally, beyond issues of gender, the Contractor must ensure that the design, implementation, and monitoring of all child-level interventions are appropriate for the ages and development stages of participating children. Both girls and boys, regardless of age, face discrimination and violence that are exacerbated when they are living outside of family care. Within communities affected by HIV and AIDS, the girl-child often faces a disproportionate level of risk and vulnerability for exploitation, physical and sexual abuse, trafficking, HIV infection, and burden of caring for other family members.

- **HIV Continuum of Care**

The main goals of USG health and HIV assistance to DRC, including PEPFAR, is moving towards sustainable health systems and health care services, by making the health zone network the key implementation unit and increasing program efficiencies, effectiveness, and mutual accountability. PEPFAR supports the implementation of the national plan to eliminate mother-to-child transmission of HIV, contributing about 85 percent of the total targets set by the GDRC. Focusing on the health zone as well as facilities, PEPFAR/DRC is consolidating and building on existing activities to improve its response to the HIV epidemic. Of primary focus is refining the existing PMTCT program and building off this platform to ensure a comprehensive continuum of care. This encompasses delivery of integrated clinical and community based services; improving the linkages among prevention, care and treatment services; building institutional capacity and overall reinforcement of the national health systems that are critical to the delivery of the aforementioned services.

- **Child Safeguarding Policies and Procedures**

The Contractor must conduct a comprehensive assessment of potential child abuse risks and must develop and/or implement appropriate measures to prevent, mitigate, and respond to child abuse by program personnel, personnel belonging to sub-Contractors and parents and/or caregivers. This should be submitted with the first annual work plan for approval by USAID.

- **Capacity-building approaches**

Strengthening capacity of indigenous institutions involved in HIV/AIDS program implementation is a key component to achieving scale-up and results, and to ensuring long-term sustainability of PEPFAR-assisted programs. A programmatic approach of ELIKIA will be partnering with local organizations. A successful Offeror will demonstrate a plan for working with indigenous partners, including through provision of sub-grants.

## **C.2. SCOPE AND MISSION**

The ELIKIA activity is to strengthen comprehensive care and support for orphans and other vulnerable children (OVC) who are infected and affected by HIV, increasing their chances to grow up to be healthy, educated, and socially well-adjusted adults. This is closely aligned with the Government of Democratic Republic of Congo (GDRC)'s strategies and priorities to support, protect, and strengthen vulnerable children, families, and communities.

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<sup>1</sup> Ray, Sam and Lauren Heller. 2009. "Peril or Protection: The Link between Livelihoods and Gender-Based Violence in Displacement Settings." Women's Refugee Commission.

<sup>2</sup> Pronyk, Paul M., James R. Hargreaves, Julia C. Kim, Linda A. Morison, Godfrey Phetla, Charlotte Watts, Joanna Busza, John D. H. Porter. 2006. "Effect of a Structural Intervention for the Prevention of Intimate-Partner Violence and HIV in Rural South Africa: A Cluster Randomized Trial." *Lancet*, 368: 1973-1983.

Moreover, this activity shall clearly support the PEPFAR continuum of care in Democratic Republic of Congo (DRC) by: co-locating in priority health zones served by USAID, Centers for Disease Control (CDC), and Department of Defense(DOD) clinical programs; referring participating families to HIV services for which they are eligible; and receiving referrals of eligible families from clinical partners especially around prevention of mother-to-children transmission (PMTCT) and pediatric care and treatment.

The estimated cost of this procurement should not exceed \$32 million over five years. The unique source of USAID funding is the PEPFAR HKID budget code with possible funds from HBHC, PDCS and HSS budget codes. The successful offeror will be required to track expenditures and results according to each funding source in providing an integrated package of high impact services in the three focus provinces. For budgeting purposes the range of first year activities should be between \$4.8-6.2 million with upcoming years receiving approximately equal funding. The PEPFAR HIV/AIDS funding is sourced through the annual Country Operational Plan (COP) under the Office of the Global AIDS Coordinator in the Department of State, and conveys a separate set of budgeting and reporting requirements.

The successful offeror shall implement the ELIKIA activity in accordance with the approved PWS that the offeror proposed as a result of this Statement of Objective (SOO) that the U.S. Government prepared.

### **C.3. PERIOD AND PLACE OF PERFORMANCE**

The contract period of performance will be five years effective upon the award date. The place of performance is the Republic Democratic of the Congo (DRC). Specifically, interventions are anticipated in Lubumbashi, Likasi and Kolwezi (Katanga), Kisangani and Bunia (Province Orientale) and Kinshasa. The Contractor should focus on areas within these regions where maximizing added value is most efficient and focus on clusters with potential for more value addition.

NOTE: Over the life of the activity, USAID anticipates that additional geographic areas within the three provinces may be identified by USAID and/or the Contractor for assistance. The Contractor will provide full supporting analysis and justification for any additional technical components as well as the expansion of the geographic areas of operations. If this occurs, the contract will be modified to incorporate these changes.

### **C.4. BACKGROUND**

## A. Overview

The DRC is the second largest country in Africa with the fourth largest in population (more than 70 million), over half of whom are children. About one third of the population is concentrated in urban areas. Per capita GDP began a slow 25-year decline in 1975, due primarily to sluggish economic growth combined with high population growth. The domestic conflict beginning in the mid-1990s has taken a brutal and prolonged toll on the population, accelerating the decline in per capita GDP and devastating public infrastructure and services.

Services for the population are inadequate, yielding the poor human capital outcomes indicated by the 2007 Demographic and Health Survey: high infant mortality (92 per 1,000), high child mortality (148 per 1,000), high maternal mortality (549 per 100,000), and low net primary school attendance (74 percent in urban areas and 51 percent in rural areas). Life expectancy in the DRC is only 49 years.

Poverty is rampant and endemic in DRC. The incidence, depth, and severity of poverty are extreme, as most succinctly represented in the country's score on the Human Development Index, which has dropped over time and ranked 186 out of 187 countries in 2012.<sup>3</sup> A 2006 poverty assessment<sup>4</sup> showed that 71 percent of Congolese households lived below the poverty line. A related measure of the depth of poverty calculated that the average poor Congolese household has an income 32 percent below the poverty line. Macroeconomic data suggests that the situation has not improved much since then.

The 2007 Demographic Health Survey indicated that DRC is facing a generalized HIV epidemic with stark geographic and population differences. The majority of new HIV cases are diagnosed among people less than 24 years of age, and the epidemic has distinct geographic patterns.<sup>5</sup> Though the overall HIV prevalence in DRC is 1.3 percent, rates are twice as high in urban compared to rural areas (1.9 percent versus 0.8 percent) and among women compared to men (1.9 versus 0.9 percent). In 2007, the GDRC conducted a Rapid Country Assessment, Analysis, and Action Planning (RAAAP) to better understand the prevalence and situation of vulnerable children. The RAAAP identified 8.2 million orphans and vulnerable children. Of these children, 930,000 were considered to be orphaned or vulnerable as a result of HIV/AIDS. Analysis also showed that 15 percent of households hosted at least one vulnerable child, with an average of 2.4 vulnerable children per household. Most of these children (84 percent) lost one parent (single orphans), and more than half of these orphans did not live with their surviving parent. In addition, there are approximately 40,000 children living in the streets without family supervision.<sup>6</sup>

## B. The DRC Social Welfare System

### Child Health and Nutrition

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<sup>3</sup> United Nations Development Programme. 2013. Human Development Report 2013: Human Progress in a Diverse World. New York: United Nations Development Programme.

<sup>4</sup> World Bank. 2007. Democratic Republic of Congo: Poverty Reduction and Growth Strategy Paper and Joint IDA-IMF Staff Advisory Note. Washington, DC: The World Bank

<sup>5</sup> Ministry of Public Health, 2011. Enquête de serosurveillance dans les sites sentinelles auprès des femmes enceintes.

<sup>6</sup> Ministry of Social Affairs, Humanitarian Action, and National Solidarity. 2009. Rapport Synthèse du Processus RAAAP-RDC. Kinshasa: Ministry of Social Affairs, Humanitarian Action, and National Solidarity.

Child mortality is a serious issue in DRC. Infant mortality is estimated at 112 per 1,000 live births, and under-five mortality at 170 per 1,000 live births. A report by the United Nations Children's Fund (UNICEF) in 2012 ranked DRC as the 6<sup>th</sup> most severe country for under-five mortality in the world.<sup>7</sup>

Orphans and vulnerable children have higher rates of malnutrition than other children in the DRC. For example, 30 percent of OVC are underweight compared with 24 percent of other children. Chronic malnutrition is rife throughout DRC, touching over 40 percent of Congolese children. The highest prevalence of households with poor food consumption is in Katanga and Sud Kivu. Most households with borderline food consumption are in Maniema, Katanga, Sud Kivu, Nord Kivu, and Orientale. For children, malnutrition continues to be a serious issue, as documented in successive national surveys (MICS 1995, MICS 2001, and DHS 2007), especially for children under the age of five years.

Stunting is an important indicator of chronic malnutrition. It is more prevalent among boys compared to girls (46.1 versus 41.7 percent), in rural areas compared with urban areas (48.4 versus 37.2 percent), and among children born outside the hospital compared with those born in hospitals (49.1 versus 41.8 percent). There is a clear association between stunting and socioeconomic status: highest among the poorest households (49.8 percent) and decreasing through each subsequent wealth quintile to the lowest rate among the richest households (28.7 percent).

### Education

Although the DRC constitution guarantees free primary education, limited government resources and weak systems mean that the burden of financing education is still borne by parents. Many families struggle to manage the relatively high cost of education, making it difficult for some children to enroll and for many others to regularly attend school. The net enrollment rate for primary school (children aged 6-11 years) has risen from 52 percent in 1995 to 61 percent in 2007, although it still remains far below the international goal of universal access. Gender inequalities exist but are not extreme, with 63 percent of boys attending school versus 59 percent of girls. Geographic disparities are greater, with 74 percent of children in urban areas enrolled in school versus 51 percent in rural areas. Among children aged 6-9, 42 percent of girls and 39 percent of boys have never attended school. In secondary school, enrollment is estimated at 29 percent, which has remained stable since 2001. Unsurprisingly, limited education has led to high rates of illiteracy among adults; 14 percent of men and 59 percent women in DRC are functionally illiterate.<sup>8</sup>

The death of one or both parents further reduces children's access to education. Among children aged 10-14, 74 percent of orphans and vulnerable children regularly attend school compared to 80 percent of children whose parents are alive and healthy. This inequality is magnified when considering double orphans, where only 63 percent attend school versus 81 percent of other children.<sup>9</sup>

### Child Protection

There is strong protective legislation for children in place in the DRC. In ratifying the United Nations Convention on the Rights of the Child, the GDRC obligated itself to address the full range of children's rights. The national constitution mandates action to protect children in two articles. These are reinforced by the 2009 national Child Protection Law, which provides for wide-ranging protection. While these

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<sup>7</sup> UNICEF 2012

<sup>8</sup> Ministry of Planning and Macro International. 2008. Enquête Démographique et de Santé, République Démocratique du Congo 2007. Calverton, MD: Ministry of Planning and Macro International.

<sup>9</sup> Ibid.

instruments are laudable and significant, governmental capacity and budgetary allocations for their effective implementation are very limited, and the situation of the majority of children is precarious.

Even though the law recognizes the rights of Congolese widows to inherit from their husbands, they are rarely able to exercise this right: 69 percent of women who are or were widows reported dispossession of their property, thus worsening their vulnerability and that of their children.

Sexual and gender-based violence (SGBV) has increasingly become a devastating problem across the DRC – from the epidemic of rape and sexual terror in the conflict-affected eastern provinces to violence against women and girls throughout the rest of the country. More than 17,000 cases of rape were reported in the DRC in 2009, with nearly half of the victims being girls between the age of 10 and 17. The 2007 DHS reported that nearly 75 percent of women have suffered at some point from spousal or partner abuse, whether physical, emotional or sexual. Nearly two-thirds of women reported suffering from ongoing physical violence since age 15, with married women reporting higher levels of violence than single women. Men and boys are also subjected to SGBV and often have been neglected as a vulnerable population.<sup>10</sup>

### OVC Response in DRC

The Ministry of Social Affairs, Humanitarian Action, and Solidarity (MINAS) leads the national OVC response. MINAS officially launched a strategy for the social protection of vulnerable groups in July 2008 with the overall objective of ensuring the fundamental rights and access of vulnerable groups to basic social services. MINAS also developed guidelines for the protection of children from broken families in 2007.

MINAS, however, has been unable to fulfill its role in protecting children. Human capacity and physical infrastructure of the ministry are very weak due to extremely limited financial and human resources. According to a World Bank report, “in 2008, MINAS's proposed budget of \$30 million for social protection was approved by the Parliament but the funds for the budget were never allocated. During the same year, the disbursed operating budget of MINAS's Studies and Planning Department (DEP) was only \$50.”

Support for OVCs in DRC is dominated by informal structures and arrangements, such as money given by friends and family, assistance from churches, and community safety nets. While this provides important entry points and synergies with more formal systems, widespread poverty limits the degree and continuity of support that can be expected through informal channels. Despite strong policies and leadership from the GDRC, government capacity remains limited, formal systems of support are inadequate, and public trust in government services is weak. A variety of initiatives led by donors and NGOs have emerged in recent years, yet their scale tends to be small and fragmented in comparison to the magnitude of the needs and operational challenges in DRC.

The GDRC acted resolutely in 2009 in developing its *2010-2014 National Plan of Action for OVC<sup>11</sup>* (NPA) by identifying a goal of improving the quality of the response to the needs of at least 15 percent of OVC. This NPA fits within other national initiatives (e.g., the Poverty Reduction and Growth Strategic Paper) which put forward a range of coherent interventions to improve the health and social conditions of most disadvantaged populations. The NPA outlines four main objectives:

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<sup>10</sup> USAID and U.S. Department of State. 2011. U.S. Strategy to Address Sexual and Gender-Based Violence in the Democratic Government of the Congo. Washington, DC: USAID and U.S. Department of State.

<sup>11</sup> Ministry of Social Affairs, Humanitarian Action, and National Solidarity. 2009. Plan d'Action National en Faveur des Orphelins et Enfants Vulnérables Vivant en RDC: 2010-2014. Kinshasa: Ministry of Social Affairs, Humanitarian Action, and National Solidarity



- 1) Ensure the policy and institutional framework promotes holistic care of OVC
- 2) Mobilize communities and families responses to protect and care for OVC
- 3) Ensure easy access to basic social and welfare services
- 4) Mobilize financial and human resources to implement the OVC NPA

The major challenges in the current response include insufficient coordination between relevant Ministries; limited ability to scale up interventions to improve coverage; and, weak prevention response to child protection. In addition, it is difficult for the Government to use existing data to inform and implement a strategic response.

### **C. Donor-Funded Activities in Child Protection**

UNICEF implements several initiatives to protect vulnerable children, including a large, nation-wide effort to support children orphaned and made vulnerable by HIV and AIDS, training for “social assistants” employed by government and NGOs to provide direct services for vulnerable children and families, and several efforts intended to strengthen national protection policies, as well as national and local child protection coordination and monitoring mechanisms.

In addition, the World Bank recently initiated a five-year, \$10 million activity, in partnership with the GDRC, which will provide prevention and support services for street children primarily in Kinshasa. Prevention activities will include community mobilization, raising community awareness, media outreach, and activities to keep children in school. Support services will include special services for street girls as well as more general services for street children, which will provide shelter, medical care, food, psychosocial support, functional literacy, vocational training, family reunification, and group housing. Some of the activity’s public information and capacity building activities for MINAS personnel will extend to other parts of the country, as well.

A range of local and international NGOs implement activities intended to support the protection and wellbeing of children and families and prevent and respond to family separation. Many local NGOs operate with very limited resources and personnel. In Kinshasa, most are members of the REEJER<sup>12</sup> network. Most international NGOs are members of the COPERF<sup>13</sup> network, which seeks to coordinate activities and harmonize approaches.

### **D. USG investments in Child protection**

The USG commitment to PEPFAR funding is confirmed for FY2013, including over \$2 million in critical funding for OVC activities. Currently, PEPFAR’s primary vehicle for OVC support is through the USAID ProVIC activity, which employs a community-led approach for integrating a range of services for populations affected by HIV. Support for OVCs is the core of ProVIC’s “champion community” approach, but other key services also include prevention of mother-to-children transmission (PMTCT), care and support for people living with HIV (PLHIV), and HIV prevention among both general and key populations. ProVIC will end in 2014.

USAID/DRC also works with MINAS through our activity *CapacityPlus*, a social workforce capacity building program that is intended to strengthen the performance of the workforce serving OVCs through improved organizational capacity, social service workforce planning, development and performance. *CapacityPlus* works with MINAS at the national level and the provincial division of social affairs (DIVAS) located in Katanga and Orientale provinces.

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<sup>12</sup> Réseau des Educateurs des Enfants et des Jeunes de la Rue

<sup>13</sup> Collectif des Organisations Internationales pour la Protection des Enfants en Rupture Familiale sur la ville province de Kinshasa

Additionally, USAID leads initiatives in other sectors that do not have a direct focus on OVC, but could be leveraged to contribute to their support:

**Social Protection:** USAID leads several multisectoral initiatives to support highly vulnerable and marginalized groups – such as children outside of family care, individuals at risk of sexual and gender-based violence, and displaced populations – that fall under the broad category of “social protection.” While many of these efforts are centered on the areas of eastern DRC most affected by ongoing conflict, and where the impact of HIV may be lower than in other parts of the country, they may be important collaborators to extend the impact of the PEPFAR OVC portfolio in geographic areas of joint interest. USAID implementing partner Save the Children is conducting a social protection program called “Appropriate Care for Children and Families” in Mbuji-Mayi and Bukavu. The goal of this five-year activity (2012-2017) is to develop and strengthen services and systems to support the protection and well-being of children and families and prevent and respond to unnecessary family separations.

**Education:** USAID has a large portfolio of activities to improve the quality and access to basic education in several provinces. A new program, Empowering Adolescent Girls to Lead through Education (EAGLE), focuses on improving school enrollment and education for adolescent girls in Kinshasa and Lubumbashi. These efforts may be effective complementary platforms for increasing access to education for orphans and vulnerable children.

The results framework expected for this activity is laid out in graphic form below.

## **C.5 PERFORMANCE OBJECTIVES**

**Objective:** The objective of the procurement is to provide the appropriate services and assistance to meet the activity purpose through an enhanced services and linkages for children and households affected by HIV and AIDS resulting in improved lives of OVC and their households in target PEPFAR geographic areas.

### **Building Blocks for Success:**

- The Contractor must provide evidence of the contextual, social, or individual-level factors that are associated with, and presumed to drive vulnerabilities among affected children/households, and identify the specific population/target group(s) to be addressed with the proposed intervention/program
- The Contractor must develop and/or identify and describe the model/program(s) and approaches to be implemented to bolster the continuum of HIV care around prevention of mother-to-child transmission and treatment platform.
- The Contractor must prioritize potential interventions which are feasible, acceptable, necessary, justifiable and sustainable to diminish or eliminate causes or consequences of vulnerability.
- The Contractor must provide a clear outline of where and how it intends to support its identified beneficiaries and how it will leverage and build on the work of USAID and other donors.
- The Contractor is expected to implement a detailed plan, with specific activities and time frame and demonstrate how it will obtain buy in and support of key stakeholders in the respective communities and what specific activities it will carry out in each product community to ensure improved economic status and increased access to essential services for both OVC and caregivers.

### **A. Results**

Results should be demonstrated at the process, output, and outcome levels (see Indicators in Section C. below).

The long-term results of this multisectoral approach will be “improved OVC’s wellbeing in targeted communities and provinces.” Proposals should include approaches to achieve outcomes most relevant to the local context of households’ vulnerability to HIV infection in DRC.

**Objective 1. Reduce economic vulnerability of target households so that they can better provide for the essential needs of the children in their care**

Under objective 1, the activity will support interventions that seem most appropriate and effective for families participating in these efforts to reduce the economic vulnerability of families and empower them to provide for the essential needs of the children in their care. If families are identified or recruited through other points in the continuum of care (e.g., antenatal care providing PMTCT services or health facilities treating PLHIV), these family strengthening interventions can contribute directly to delaying treatment, adhering to treatment and other care regimens, reductions in loss to follow-up, and coping with prolonged illness and death. Higher nutrition, education, health, and psychosocial outcomes are expected for children in these families. In addition economic stability may contribute to HIV prevention objectives for some populations.

Building on lessons learned in previous HIV activities, best practices in similar settings elsewhere, and other applicable documents that are attached to this solicitation, the Contractor shall initiate market-driven and contextually relevant economic strengthening interventions by strengthening caregivers’ and communities’ capacity to address the financial issues to ensure OVC are able to access essential services, including safety, healthcare, education, and other basic needs. The Contractor shall define realistic strategies and interventions that supply, protect, and/or grow physical, natural, financial, human, and social assets.

**Expected Results:**

- Increased number of families /households reached through HES interventions
- Improved parents skills

**Objective 2. Increase utilization of essential services among target orphans and other vulnerable children and their households**

USG support has expanded the availability of essential services for children in many *territoires*, *communes*, and health zones – especially for education and health. Accessing these services is still a challenge for many target families due to the comparatively high fees and low purchasing power as well as other factors. While family strengthening efforts under IR 1 will help some families improve their access to and use of these services on their own, other families will require other forms of support.

Priority services include: primary school scholarships, antenatal clinical care (for pregnant women and infants), other health facilities providing services to children (especially those under age 5), and other key social services such as birth registration and child protection. Secondary schools are a far lower priority (given the low rates and disparities between orphans and other children for primary education) but may be considered on a case-by-case basis with sufficient justification.

This activity’s focus on sustainability necessitates that the Contractor avoid direct service provision and instead work through more permanent structures such as families and service providers to achieve results. It is understood that the availability and quality of most essential services, especially in the area of health, are generally outside the recipient’s manageable interest. However, the close coordination and

collaboration expected through this activity should allow the recipient to share beneficiary feedback with service providers and influence some aspects of their service delivery.

There is strong potential for supporting PEPFAR's continuum of care with these interventions. The clearest link is with PMTCT services, where increasing equitable access to ANCs may help to initiate earlier visits, increase follow-up visits, promote adherence to care and treatment regimens, and sustain care for mothers and infants (regardless of HIV status) to improve child survival. Improving child access to education also has clear implications for prevention outcomes, as there is strong evidence for the protective role of education in HIV prevention.

**Expected results:**

- Increased access and retention to primary schools for OVC;
- Improved immunization status among OVCs;
- Increased access to early child development programs;
- Improved health-seeking behavior among target families.

**Objective 3. Strengthen GDRC provincial and district social welfare systems**

A network of overlapping public and private systems provide support for social welfare, including child protection, at a local level in DRC. These systems have been historically weak due to limited resources, poor infrastructure, weak governance, and a host of other issues. Strengthening the capacity and performance of this system is a long-term endeavor requiring coordinated action from GDRC agencies, donors, NGOs, and Congolese citizens. In the short term, USAID support through this activity can make strategic advances to improve social welfare in DRC. This activity must take care to focus on quick wins that can catalyze positive momentum, reinforce good practices, and make concrete contributions to improved social services for target beneficiaries.

The Contractor must focus on building the organizational capacity of two key stakeholders in the social welfare system at provincial and district levels: (1) Division of Social Affairs (DIVAS) and (2) relevant civil society organizations (CSOs). Formal assessments will guide the contractor's identification of priorities and selection of interventions. There is an inherent overlap between strengthening organizational capacity and strengthening technical capacity and neither can be done completely independent of the other. Similarly, a functioning social welfare system requires the productive collaboration and coordination of multiple institutions, which understand and carry out effectively their respective roles within the system. Organizational capacity building in this context must naturally include an emphasis on strengthening linkages and coordination beyond individual institutions.

The system strengthening efforts under IR 3 are not expected to yield direct results in terms of beneficiaries reached with support or services with USG funding. However stronger government and civil society institutions are likely to produce indirect results for children and their families as they provide better or more coordinated services with their own resources. The Contractor shall propose capacity building measurable indicators.

It is USAID policy not to pay host government salary supplements. Salary supplements to the government will not be a reimbursable expense under this Award. Activity funding may be used to support indirectly the effective implementation of critical roles by GDRC personnel, but this may not include the provision of cash or in-kind payments (other than for per diem related to travel necessary to effective activity implementation).

Building on USAID/CapacityPlus investments, the Contractor shall initiate social workforce activities that can respond to the needs of OVC using structured, evidence-based tools to assess, plan, and mobilize multiple services to meet the needs of children and families for safety, health, and well-being

### **Expected Results:**

- 75 percent of provincial DIVAS and local sub-grantees are able to effectively produce operational plans based on reliable social and health information;
- 90 percent of provincial DIVAS conduct routine monitoring and supervision visits to child protection programs;
- 70 percent of *territoires*, communes, and health zones have an actively-engaged, well-functioning Village Child Protection Committee that is involved in resource allocation, priority-setting, and dispute resolution;
- Each town/province has an actively-engaged, well-functioning OVC technical working group.

### **B. Indicators**

USAID HIV/AIDS funds are subject to PEPFAR requirements, including standard PEPFAR indicators. The Contractor will, at a minimum, report on all relevant PEPFAR indicators as illustrated below.

Illustrative Output Indicators:

- Number of beneficiaries (as defined by PEPFAR guidance) served by PEPFAR programs for children and families affected by HIV/AIDS.
  - By Sex: Male, Female
  - By Age: <1, 1-4, 5-9, 10-14, 15-17, 18+ years
  - By Location: urban, rural
- Number of eligible individuals (as defined by PEPFAR guidance) receiving support from PEPFAR OVC programs to access HIV services, including HIV testing and/or treatment.
  - By Sex: Male, Female
  - By Age: <1, 1-4, 5-9, 10-14, 15-17, 18+ years
  - By Location: urban, rural
- Number of eligible individuals (as defined by PEPFAR guidance) receiving support to access child protection services, including services to address gender based violence, abuse, exploitation and neglect.
  - By Sex: Male, Female
  - By Age: <1, 1-4, 5-9, 10-14, 15-17 years
  - By Location: urban, rural
- Number of households assisted/participating, disaggregated by sex of primary recipient, active/graduated status, and means of identification (e.g., community/clinical referral)
- Number of children (aged <18) assisted/participating, disaggregated by sex, active/graduated status, and means of identification (e.g., community/clinical referral)
- Number of training/discussion group participants, disaggregated by sex and topic/thematic area
- Number of participants using commitment savings products (or other similar savings group modifications), disaggregated by sex and product type
- Value of commitment savings products (or other similar savings group modifications), disaggregated by product type
- Number of families participating in promoted health insurance/savings/payment/waiver schemes, disaggregated by sex of primary participant

- Number of individuals covered by promoted health insurance/savings/payment/waiver schemes, disaggregated by sex and age
- Number of individuals trained, disaggregated by sex and age
- Number of individuals successfully referred to health services, disaggregated by sex, age, and category of service (e.g., primary health care, ANC/PMTCT)
- Number of schools receiving block grants, disaggregated by type
- Number of children benefiting from block grants, disaggregated by sex and age

Illustrative Outcome Indicators:

- Percent of children whose primary caregiver knows the child's HIV status.
  - By Sex: Male, Female
  - By Age: <1, 1-4, 5-9, 10-14, 15-17, 18+ years
  - By Location: urban, rural
- Percent of children regularly attending school
  - By Sex: Male, Female
  - By Age: 6-9, 10-14, 15-17 years
  - By Location: urban, rural
- Percent of households able to access money to meet important family needs.
  - By household head: Male, Female, girl, grandparent,
  - By Location: urban, rural
- Percent of children <5 who are fully immunized
  - By Sex: Male, Female
  - By Age group: 0-11 months, 12-23 months, <5 years
  - By Location: urban, rural
- Percent of children currently enrolled in school
  - By Sex: Male, Female
  - By Age: 6-9, 10-14, 15-17 years
  - By Location: urban, rural
- Score/progress on organizational capacity assessment tool by supported CSO

As PEPFAR is updating its monitoring, evaluation and reporting document, the successful Offerors should be prepared for these changes. Additional indicators should be developed by the Contractor in collaboration with the Contracting Officer Representative (COR) based on the results listed above. Contractors are also encouraged to submit qualitative data on program achievements and results.

## **C.6 OPERATING CONSTRAINTS**

Despite the country's stabilization process since 2005, the strengthening of security throughout the national territory and enhancement of political dialogue remain major challenges. This situation has weakened institutions, impacted negatively on economic recovery, sapped the confidence of the population, investors and development partners and is a stumbling block to increased private sector participation in economic development.

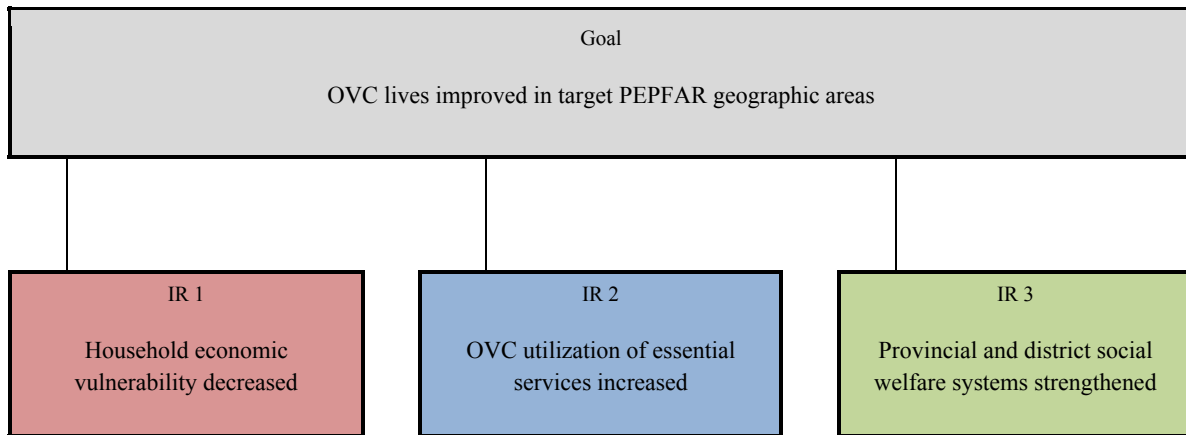
The positive trend towards political stability in DRC since 2000s as well as the implementation by the Government of economic and structural reforms backed by development partners have contributed to the gradual consolidation of country's macroeconomic framework. However this positive trend of macroeconomic aggregates has not been accompanied by improvement of the country's social indicators, since economic growth has been driven by a small number of areas with little job creation. The DRC is also faced with the episodic and recurrent resurgence of political and security tensions that are sources of vulnerability. This situation underscores the fragility of this Central African giant and the need for the

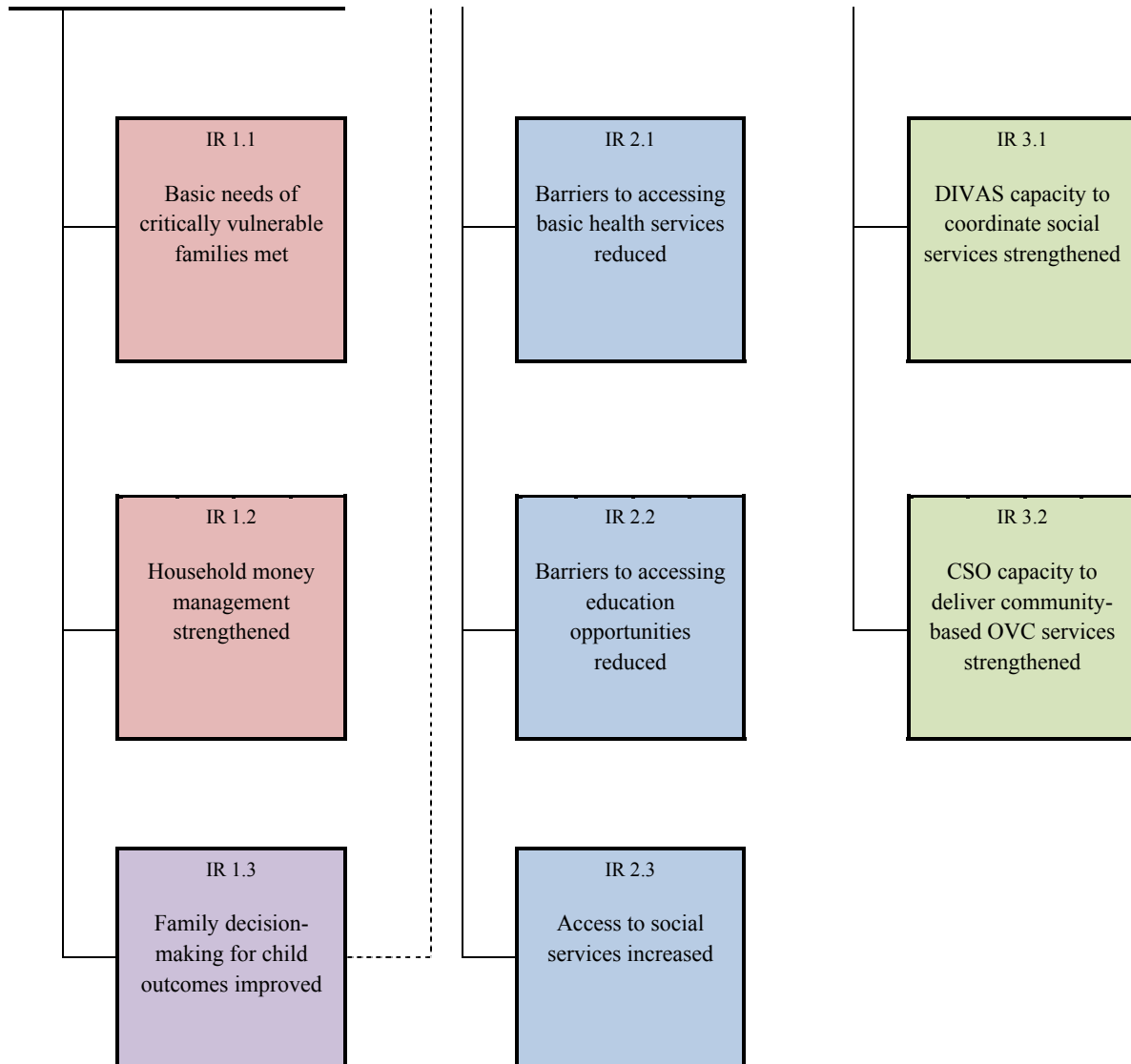
country's authorities to speed up institutional, economic and social reforms with a view to creating the necessary conditions for lasting peace and sustained and inclusive economic growth.

Therefore, the main challenge for the DRC authorities and population is to lift the country out of its fragile situation and raise it to a new level of development commensurate with its potential. Indeed, despite significant natural resources and a geo-strategic position conducive to regional integration benefits, the DRC has not yet succeeded in engaging in a development process allowing it to achieve a decisive and lasting transformation of its economy. The main constraints on this process are: (i) a lack of infrastructure services; (ii) weak governance and inadequate institutional capacity; and (iii) an uncondusive business environment.

A major part of the road network is not operational with only 2% of the national network paved and 11% of the rural feeder road network in good or acceptable condition. The rail network is barely operational, depriving the country of a key element of a multi-modal system. The Congo River and its tributaries offer potential for a natural and green transport system, but the existing network can only be used by day due to the lack of maintenance and marking of waterways (rivers and lakes). Lastly, the institutional arrangements and capacity to provide high quality maintenance and service delivery are weak.

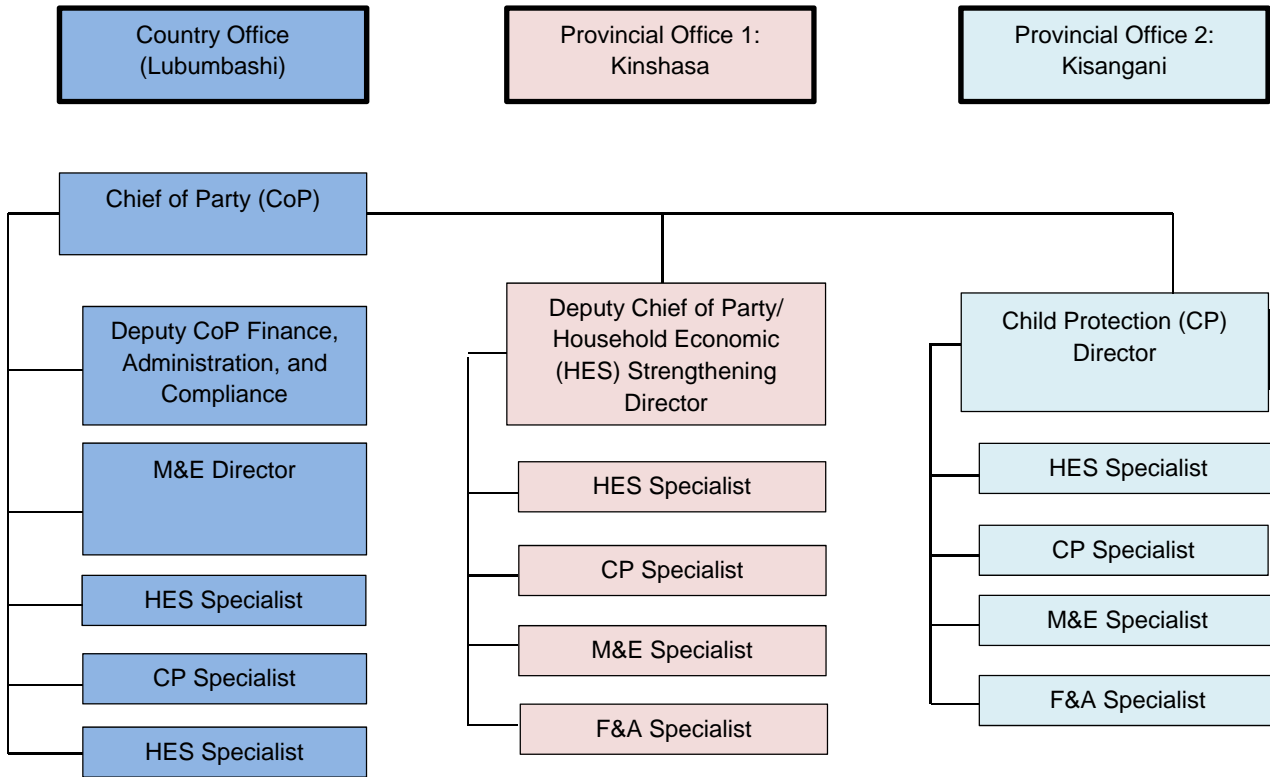
The Contractor must understand the constraints to working in DRC and ensure that the security plan provides considerations for activities especially in non-urban sites. Working in urban areas are challenging as well. Dysfunctional social and child protection policies are insufficient to adversely impact program implementation.







The minimal proposed staffing for this activity is laid out in graphic form below.



## C.7 KEY PERSONNEL

The Contractor must designate four positions as key personnel, candidates which will require USAID approval. USAID recommends the following key personnel positions and required qualifications. The Contractor has the flexibility to propose an alternative key personnel structure with adequate justification. USAID believes that the quality, commitment, and capabilities of all staff in this activity constitute the single most important success factor to activity implementation. Understanding of the context, ability to communicate effectively with a range of persons, facilitation and negotiation skills, and commitment to the goals of the activity all play as important a role as technical or managerial skills.

(a) The contractor must furnish the following individuals deemed key personnel for the performance of this contract.

No	Key Personnel Position	Individual
1	Chief of Party	
2	Deputy Chief of Party (DCOP)/Household Economic Strengthening Director	
3	Deputy Chief of Party for Finance, Administration, and Compliance	
4	Child Protection Director	

(b) Before removing, replacing or diverting any of the listed or specified personnel, the Contractor must:

- (1) Notify the Contracting Officer reasonably in advance and;
  - (2) Submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
  - (3) The contractor must take steps to immediately rectify this situation and will propose a substitute candidate for each vacated position along with a budget impact statement in sufficient detail to permit evaluation of the impact on the program.
  - (4) The contractor must not replace any of the key personnel without the written consent of the contracting officer and the COR whether provided in advance or by ratification.
- USAID reserves the right to adjust the level of key personnel during the performance of this contract.

(c) The Contractor must make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification must constitute the Contracting Officer's consent required herein. Approval of all non-Congolese Key Personnel is subject to the candidate's ability to secure a work permit from the Government. USAID recommended Key Personnel position descriptions follow:

(1) Chief of Party will have primary responsibility for all aspects of program implementation and coordination with other programs, partners, and GDRC entities. The Chief of Party acts as the principal liaison with USAID and is the supervisor of all other program personnel. S/He will be based in Lubumbashi, Katanga. Required qualifications include:

- Fluency in both French and English;
- Not less than 10 years of relevant senior activity management experience managing large donor-funded, child-focused programs;
- No less than 5 years of experience in a range of child protection interventions/approaches for vulnerable children in francophone Africa;

- Demonstrated experience pursuing child-level outcomes from household-level interventions;
- Demonstrated capacity to create and/or maintain systems and procedures for managing complex programs with many implementation sites, partners and beneficiaries;
- Master's degree preferred in public health, social work, management or related field.

(2) Deputy Chief of Party (DCoP)/Household Economic Strengthening Director will support the Chief of Party in the day-to-day management of activity implementation and coordination, taking charge of specific programmatic or geographic areas of operation, and acting in place of the Chief of Party when needed. The DCOP will provide technical leadership to ensure high-quality OVC programming that meaningfully and measurably improves the well-being of vulnerable children and their families. S/He will be based in Kinshasa. Required qualifications include:

- Master's degree in child development, social work, social sciences or related field;
- At least 10 years of experience in the design, management, monitoring, and evaluation of comprehensive, community-based OVC programming, social services system strengthening, and household economic strengthening;
- Demonstrated leadership, strategic planning, and technical skills in programming for orphans and vulnerable children with a focus on improving children's health, nutrition, education, protection, psychosocial well-being, and care as well as addressing household economic and food security;
- At least 7 years of demonstrated experience in household economic strengthening interventions;
- Three years of mid-to-senior level experience in developing, implementing, managing and evaluating programs for children infected or affected by HIV, with particular experience in child and youth development programs (e.g. OVC, Early Childhood Development, adolescent reproductive health, etc.).

(3) Deputy Chief of Party (DCoP) for Finance, Administration, and Compliance will be responsible for and serve as primary coordinator for all aspects of activity finance, administration, compliance, and sub-grants management. Required qualifications include:

- Fluency in both French and English;
- Not less than 7 years of relevant management experience, with progressive responsibilities, in developing countries (of which some experience should be in francophone Africa);
- Demonstrated experience in financial regulations, policies, and practices of comparable USG or other international programs funded by other donors;
- Master's degree in relevant field preferred or equivalent experience;
- Strong financial and operational management experience with proven management skills.

(4) Child Protection Director responsible for provision of expert advice, analysis and technical support to the provincial and country offices on policies, operational strategies, with regard to the strengthening of national child protection systems. He (she) will provide technical leadership and ensure effective coordination with strategic partners on Child Protection, including PEPFAR implementing partners. He (she) will be based in Kisangani, Orientale Province.

Required qualifications include:

- Fluency in French required; knowledge of Kiswahili and/or Lingala is preferred;
- Demonstrated experience of the child protection sector within the DRC context, particularly issues related to neglect, abuse, children without appropriate care, working children;
- Bachelor's degree in social work with a minimum of 5 years' experience on technical and managerial positions; Master's degree in social sciences or public health preferred;

- Experience with child protection programming, early childhood development, or household economic strengthening; Technical knowledge of community-based care programs and experience with OVC programming is highly desirable;
- Proven experience in networking, strong communication skills and good interpersonal relations;
- Proven leadership and inter-personal skills for effective team work; as well as the ability to work independently on a frequent basis, taking initiative, managing a variety of activities concurrently, and delivering outputs on schedule.

The Contractor should include no more than three expatriates in its plan for all long-term staff (including but not limited to key personnel positions). If the Contractor determines that the technical or operational requirements of this activity requires additional expatriate staff, the Contractor should propose a concrete plan for transitioning these additional expatriate positions or their functions to Congolese staff by no later than Year 4 of the activity.

USAID reserves the right to interview any proposed key personnel for this activity and to adjust the level of key personnel during the performance of this contract.

**(d) Authorized Work Day/Week**

(1) Overseas Employee - The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperating Country associated with the work of this contract.

(2) A six-day work week may be authorized for short term personnel while in the DRC if approved by the COR.

No premium pay will be approved under this contract.

**[END OF SECTION C]**

## **SECTION D - PACKAGING AND MARKING**

### **D.1 AIDAR 752.7009 MARKING (JAN 1993)**

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

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

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

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

### **D.2 BRANDING POLICY**

The Contractor must comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 "Branding and Marking in USAID Direct Contracting" (version from January 8, 2007) at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID "Graphic Standards Manual" available at [www.usaid.gov/branding](http://www.usaid.gov/branding), or any successor branding policy.

As per 320.3.2 Branding and Marking in USAID Direct Contracts, USAID policy is to require exclusive branding and marking in USAID direct acquisitions. "Exclusive Branding" means that the program is positioned as USAID's, as showcased by the program name (e.g., "The USAID/OVC ELIKIA Program"). "Exclusive Marking" means Contractors may only mark USAID-funded programs, projects, activities, public communications, and commodities with the USAID Standard Graphic Identity and, where applicable, the host-country government or ministry symbol or another U.S. Government logo.

It is USAID's policy that Contractors' and Subcontractors' corporate identities or logos must not be used on USAID-funded program materials.

### **D.3 BRANDING AND MARKING STRATEGY**

The Contractor's branding and marking plan, submitted on TBD, is hereby incorporated into the contract. The plan must be in accordance with ADS 320.3.2.

Anticipated elements of marking plan: Deliverables to be marked, include products, equipment and inputs delivered; places where program activities are carried out; external public communications, studies, reports, publications and informative and promotional products; and workshops, conferences, fairs, media related activities and any such events. Publications authored by Contractors or other non-USAID employees must include the following disclaimer on the title page: "The author's views expressed in this publication do not necessarily reflect the views of the United States Agency for International Development or the United States Government." Threats and restrictions to the security of the program

need to be identified and assessed in order to request any necessary exception from the marking requirement in accordance with ADS 320.3.2.

USAID's web page contains the electronic version of the Graphic Standards Manual that is compulsory for all Contractors. Marking under this contract must comply with the "USAID Graphics Standards Manual" available at <http://www.usaid.gov/branding/acquisition.html> or any successor branding policy.

**[END OF SECTION D]**

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
52.246-5	INSPECTION OF SERVICES-COST REIMBURSEMENT	APR 1984
52.246-3	INSPECTION OF SUPPLIES – COST REIMBURSEMENT	MAY 2001

**E.2. INSPECTION AND ACCEPTANCE**

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

Office of Health  
USAID/DRC  
2200 Kinshasa Place  
Washington, DC 20521-2200  
Telephone: +243 555 4430

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted.

The Contracting Officer has delegated to the COR authority to inspect and accept all services, reports and required deliverables or outputs.

**[END OF SECTION E]**

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER, Alternate 1	AUG 1984

### F.2. 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)

(a) The Contractor must prepare and submit progress reports as specified in Section F.7. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the Contractor's performance.

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

### F.3. PERIOD OF PERFORMANCE

(a) The period of performance for this contract is **five years** effective the date of the contracting officer's signature on the cover page.

(b) Subject to the Cost-Plus-Fixed-Fee amount of this contract, the COR may extend the estimated completion date, provided that the extension does not cause the elapsed time for completion of the work, including the furnishing of all deliverables, to extend beyond sixty (60) calendar days from the original completion date of the contract. Prior to the original completion date, the contractor will provide a copy of the COR's written approval for any extension of the term of the contract to the contracting officer; in addition, the contractor will attach a copy of the COR's approval to the final voucher submitted for payment.

(c) The contractor must ensure that the COR-approved adjustments to the original estimated completion date do not result in costs incurred that exceed the total estimated contract cost. Under no circumstances will such adjustments authorize the contractor to be paid any sum in excess of the total estimated contract cost.

(d) The contracting officer must approve in advance any adjustments that will cause the elapsed time for completion of the work to exceed the contract's original completion date by more than 60 calendar days.



#### F.4. PLACE OF PERFORMANCE

The place of performance under this contract is the Democratic Republic of the Congo (DRC).

#### F.5. PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance toward achievement of the objectives in Section C will be conducted jointly by the COR and the Contracting Officer during the initial, intermediate, and final periods of the contract in accordance with the Contractor Performance Assessment Reporting System (CPARS), and must form the basis of the Contractor's permanent performance record with regard to this contract. Evaluation of the Contractor's overall performance will be in accordance with FAR 42.15 and corresponding USAID procedures. The Contractor's performance will be evaluated annually and at contract completion, utilizing the following factors:

- (1) Quality of Product or Service
- (2) Cost Control
- (3) Timeliness of Performance
- (4) Business Relations
- (5) Effectiveness of Key Personnel and Subcontractors
- (6) Adherence to the annual work plan, reporting against its Performance Monitoring Plan (PMP), and quality of reports described in this Section F below

#### F.6. REPORTS AND DELIVERABLES

In addition to the requirements set forth in AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor will submit to the COR reports, deliverables or outputs, as further described below:

	<b>REPORTS/DELIVERABLES</b>	<b>DELIVER/DUE DATE</b>	<b>DISTRIBUTION</b>
1.	<b>Performance Monitoring Plan:</b> Final PMP	Within 60 calendar days from the start date of the contract for USAID approval. Draft PMP will be considered final after all USAID comments and recommendations are addressed by the Contractor.	Electronically to CO and COR
2.	<b>Monitoring and Evaluation Plan</b>	Within 30 Days of Contract Award	Electronically to COR and Alternate COR
3.	<b>Grants Under Contract Management Manual</b>	75 calendar days from the date of contract award for USAID and CO review and approval	Electronically to CO and COR

	<b>REPORTS/DELIVERABLES</b>	<b>DELIVER/DUE DATE</b>	<b>DISTRIBUTION</b>
4.	<b>Narrative and Financial Reports:</b> (a) <b>Quarterly:</b> As described in F and per the format established by the COR (b) <b>Annual:</b> As described in section F and per the format established by the COR	End of each quarter  Anniversary date	Electronically to COR and Alternate COR  Electronically to COR and Alternate COR
5.	<b>Annual Work Plans:</b> (a) Annual Work Plan for Year 1 and Four-Year Program Work Plan (b) Subsequent years Annual Work Plans	Within 60 calendar days from the start date of the contract and subsequent annual work plans are due no later than 30 days before the beginning of succeeding years.	Electronically to COR and Alternate COR
6.	<b>Final Contract Completion Report</b>	60 calendar days from the end date of the contract	Electronically to COR and Alternate COR
7.	<b>Closeout Plan</b>	Four months prior to the completion date of the contract	Electronically to COR, Alternate COR
8.	<b>Short-Term Consultant Reports, Technical Briefs and Reports, Special and External Reports</b>	Upon completion of services of each short-term technical consultants  Upon request by the COR in writing and based on deadlines established by the COR	Electronically to COR and Alternate COR
9.	<b>Special Reports: PEPFAR Annual Mandatory Report</b>	Annually	Electronically to COR and Alternate COR

### 1. Performance Monitoring Plan (PMP)

The Performance Monitoring Plan (PMP) must guide key project activities, indicators of achievement, and the associated annual and life-of-project targets. This plan must be developed by the Contractor, reviewed, and approved by the Contracting Officer's Representative (COR). The Contractor must submit a final PMP no later than 90 days after the contract award date. The final PMP must be incorporated into the contract by reference.

Performance monitoring must take into account the requirements for two levels of reporting: (1) the selection of indicators consistent with USAID/DRC's annual Operational Plan; and (2) the selection of indicators for internal, project-level management. The Contractor may utilize separate, additional indicators for each level since some standard indicators may not be appropriate for all levels. While the Contractor may suggest more relevant indicators to better illustrate progress and outcomes of the project, particularly taking into account the Implementation Guidance and Technical Notes of the USAID Health Strategy, the COR will make final indicator selection upon the review and approval of the PMP. These indicators will take into account the results, performance requirements, and performance standards.

USAID HIV/AIDS funds are subject to PEPFAR requirements, including standard PEPFAR indicators. The Contractor will, at a minimum, report on all relevant PEPFAR indicators as illustrated below. Such indicators in minimum will be included in the PMP:

Illustrative Output Indicators:

- Number of beneficiaries (as defined by PEPFAR guidance) served by PEPFAR programs for children and families affected by HIV/AIDS.
  - By Sex: Male, Female
  - By Age: <1, 1-4, 5-9, 10-14, 15-17, 18+ years
  - By Location: urban, rural
- Number of eligible individuals (as defined by PEPFAR guidance) receiving support from PEPFAR OVC programs to access HIV services, including HIV testing and/or treatment.
  - By Sex: Male, Female
  - By Age: <1, 1-4, 5-9, 10-14, 15-17, 18+ years
  - By Location: urban, rural
- Number of eligible individuals (as defined by PEPFAR guidance) receiving support to access child protection services, including services to address gender based violence, abuse, exploitation and neglect.
  - By Sex: Male, Female
  - By Age: <1, 1-4, 5-9, 10-14, 15-17 years
  - By Location: urban, rural
- Number of households assisted/participating, disaggregated by sex of primary recipient, active/graduated status, and means of identification (e.g., community/clinical referral)
- Number of children (aged <18) assisted/participating, disaggregated by sex, active/graduated status, and means of identification (e.g., community/clinical referral)
- Number of training/discussion group participants, disaggregated by sex and topic/thematic area
- Number of participants using commitment savings products (or other similar savings group modifications), disaggregated by sex and product type
- Value of commitment savings products (or other similar savings group modifications), disaggregated by product type
- Number of families participating in promoted health insurance/savings/payment/waiver schemes, disaggregated by sex of primary participant
- Number of individuals covered by promoted health insurance/savings/payment/waiver schemes, disaggregated by sex and age
- Number of individuals trained, disaggregated by sex and age
- Number of individuals successfully referred to health services, disaggregated by sex, age, and category of service (e.g., primary health care, ANC/PMTCT)
- Number of schools receiving block grants, disaggregated by type
- Number of children benefiting from block grants, disaggregated by sex and age

Illustrative Outcome Indicators:

- Percent of children whose primary caregiver knows the child's HIV status.
  - By Sex: Male, Female
  - By Age: <1, 1-4, 5-9, 10-14, 15-17, 18+ years
  - By Location: urban, rural
- Percent of children regularly attending school
  - By Sex: Male, Female
  - By Age: 6-9, 10-14, 15-17 years

- By Location: urban, rural
- Percent of households able to access money to meet important family needs.
  - By household head: Male, Female, girl, grandparent,
  - By Location: urban, rural
- Percent of children <5 who are fully immunized
  - By Sex: Male, Female
  - By Age group: 0-11 months, 12-23 months, <5 years
  - By Location: urban, rural
- Percent of children currently enrolled in school
  - By Sex: Male, Female
  - By Age: 6-9, 10-14, 15-17 years
  - By Location: urban, rural
- Score/progress on organizational capacity assessment tool by supported CSO

As PEPFAR is updating its monitoring, evaluation and reporting document, the successful offerors should be prepared for these changes. Additional indicators should be developed by the Contractor in collaboration with the Contracting Officer Representative (COR) based on the results listed above. Contractors are also encouraged to submit qualitative data on program achievements and results.

## **2. Monitoring and Evaluation Plan (M&E)**

The Contractor will be responsible for developing and executing a Monitoring and Evaluation (M&E) plan, in consultation with the COR. Expected program results with illustrative indicators, mid-term milestones/benchmarks, and end-of-activity results should be elaborated in the M&E plan.

Data sources and collection methodologies should also be noted for each indicator. As stated above, Contractors are also encouraged to submit qualitative data on program achievements and results.

During the initial program planning period, the Contractor must work closely with the COR and the USAID Mission to establish final indicators, as well as baseline data and performance targets for each indicator. The M&E plan must be submitted to the COR for approval within 30 days of the award of the Contract.

Financial tracking data will be required on a quarterly basis, as described below.

Any program evaluation protocols (design, methods and components) developed as part of this program will be sent to the PEPFAR Public Health Evaluation team (PHE) for review and comment.

USAID/DRC anticipates formal external mid-term and final evaluations. The mid-term evaluation will take place on/around 24 months post-award to inform any recommended changes to activity work plans. USAID will procure and fund independent consultant services to lead both reviews under separate mechanisms.

An M&E Plan will include a narrative description of anticipated evaluations.

### **Quality Assurance**

A variety of mechanisms will be used to monitor the progress/success of the activity and the Contractor's performance:

- Monthly meetings with the COR.
- Review of Contractor's scheduled reports.

- Feedback from GDRC, Ministry of Social Affairs, NGO counterparts and collaborating donors.
- Site visits/TDYs by USAID personnel.
- Meetings to review and evaluate work plans, annual and semi-annual progress reports.
- Periodic impact assessments or performance evaluations.

The COR will conduct periodic performance reviews to monitor the progress of work and the achievement of required results under this contract. These reviews will form the basis of the Contractor's permanent performance record with regard to this contract.

### **3. Grants Under Contract Management Manual**

The Contractor shall follow ADS 302 and ADS 303 in all respect and all relevant rules and regulation and is required to submit a Grants Management Manual for CO review and approval. The Contractor may not award Grants to Foreign Governments (See guidance at: <http://inside.usaid.gov//ADS/300/302.doc>, <http://inside.usaid.gov//ADS/300/350.doc>). Contractor may proceed with the award of grants upon receipt of notice to proceed from the USAID Contracting Officer.

### **4. Narrative and Financial Reports**

All reports and other deliverables must be in the English language, except for progress reports which must be in the French and English languages.

#### ***Quarterly Progress Report***

The Contractor must prepare and submit Quarterly Progress Reports that include information of the contract and a summary of progress of the project activities in relation to the requirements of the contract, indicating any problems encountered, and proposing remedial actions as appropriate. The report should articulate progress toward goals and highlight key achievements and problem areas that require senior management intervention.

The quarterly reports must reflect key elements of the Annual Work Plan, and address at least the following points:

- Activities completed under each planned intervention
- Activities to be undertaken in the following quarter
- Outputs accomplished and results realized in the quarter
- Achievements of the quarter (and cumulative to date)
- Progress in achieving contract deliverables
- Aggregate outputs accomplished and results realized since project inception
- Discuss and propose solutions to issues or problems that are affecting the delivery or timing of interventions, or the achievement of results of this project
- Electronic and hard copies of all reports, success stories, and other relevant Documents prepared during the quarter (to be submitted as Attachments).

Each quarterly report must be a stand-alone document and should summarize all activity since the beginning of the project. Quarterly reports must be submitted to the USAID COR on the same day as the quarterly financial report.

## ***Financial Reporting***

**Quarterly Financial Reports** should contain, at a minimum, the following:

- a) Total funds awarded to date by USAID into the contract;
- b) Total funds previously reported as expended by Contractor by main line items;
- c) Total funds expended in the current quarter by the Contractor by main line items;
- d) Total unliquidated obligations by main line items;
- e) Unobligated balance of USAID funds; and
- f) Key activities and results achieved during the quarter.

### **Quarterly Accrual Report**

The Contractor must prepare and submit to the COR the estimated accrual report on March 15<sup>th</sup>, June 15<sup>th</sup>, September 15<sup>th</sup>, and December 15<sup>th</sup> to include:

- Total estimated cost of the award
- Total amount obligated
- Total amount invoiced for
- Total amount expended but not yet invoiced for
- Remaining unexpended funds

The Contractor must prepare and submit to USAID other financial reports as may be required under the contract.

## ***Annual Reports***

Annual reports will summarize activities and results during the year in relation to the approved Work Plan. Annual is defined according to the U.S. Government's fiscal year: October 1st to September 30th. The report must:

1. Describe overall performance against targets during the fiscal year, and why targets were not achieved or why they were exceeded. Discuss problems and challenges and how they may affect out-year planning.
2. Provide illustrative activities to demonstrate whether goals are being achieved, in the context of the overall goals of the project.
3. Identify prospects for achieving longer term impact where applicable.
4. Discuss critical gender and women empowerment activities and/or dynamics over the year. What gender factors were critical to achievement of results in the year? How were these gender factors addressed? What accomplishments were achieved during the year?
5. Discuss status of environmental compliance and actions to be taken in the subsequent year to assure compliance.
6. Discuss partnerships established and collaborative efforts with stakeholders including civil society, private sector, Government of DRC and other development partners.
7. Discuss sector analytical work, evaluations and assessments over the year and how recommendations are being used to improve project performance.
8. Discuss status of supporting documents for information reported in the year. Supporting documents must be easily accessible, verifiable and time-specific. Supporting documents must correspond with data collection methods in the project's PMP and are subject to audit.

The Annual Report must be submitted to the USAID no later than the Contract Anniversary Date of each year.

## **5. Annual Work Plans**

Annual work plans (AWP) are developed yearly and include proposed activities for the given year, time-frame, implementation of activities, an itemized and detailed budget, review of the previous year's accomplishments (if applicable), problems and challenges encountered in achieving specified results, proposed annual outputs, and progress towards achieving results. The AWP's must also describe a plan and timeline for internal monitoring and evaluation that takes into account the PMP and the external monitoring and evaluation outlined in the Technical Annex. The AWP's will be developed in country by the Contractor and in cooperation with USAID/DRC, and the GDRC Ministry of Health if applicable.

## **6. Final Contract Completion Report**

At least 45 days prior to the end of the contract, the Contractor must prepare and submit one electronic version (as a single MS Word file) of the Contract Completion Report to the COR which summarizes the accomplishments of this contract, methods of work used, recommendations regarding unfinished work and/or project continuation, and the financial status of the contract. The final Completion Report must also contain an index of all reports and information products produced under this contract. Along with the Completion Report, a CD-ROM depository will be submitted, containing all written documents, reports and presentations. The depository must be organized in a user-friendly system.

Once approved by the COR, the Contractor must submit the final report to:

- the COR, the Controller's Office and the Contracting Officer; and
- one copy, in electronic (preferred) or paper form (with all final documents) to one of the following:

Online: <http://dec.usaid.gov>

By mail (for pouch delivery):

DEXS Document Submissions

M/CIO/KM/DEC

RRB M.01-010

Washington, DC 20523-6100

## **7. Closeout Plan**

The contractor must develop and submit to the COR & CO for approval a closeout plan (administration, information, finance, procurement and management) that will include, but will not be limited to, the following:

1. Dates for final delivery of all goods and services for subcontracts;
2. A property disposition plan for the contractor and subcontractor(s) in accordance with contract requirements, which must be approved by the contracting officer;
3. Review of contract files for audit purposes and final billing to USAID;
4. A schedule to address office leases, bank accounts, utilities, cell phones, personnel notification, outstanding travel and social payments, household shipments, vehicle; phone subscriptions, etc.;
5. Receipt of all final invoices and contract performance reports;
6. Report on the estimated amount of funds not required for the completion of the contract;
7. Report on compliance with all local labor laws, tax clearances, and other appropriate compliance matters.

The format and outline of contents of this closeout plan must be proposed by the Contractor no later than 4 months prior to the Contract completion date and approved by the COR and should include the inventory schedule required by FAR 52.245-5, a plan for the disposition of property to eligible parties and a timeline for disposition of such property.

## **8. Short-Term Consultant Reports, Technical Briefs and Reports, Special and External Reports**

**Short-term consultants' reports** must be submitted to the COR in a mutually agreed upon format and time frame.

Upon completion of the services of each short-term consultant, the Contractor must submit a report to the COR summarizing the activities, accomplishments and recommendations of the consultant. This can be either in written or verbal form as determined by the COR. In addition, the Contractor must provide copies of all technical reports including analyses, policy recommendations, comparative studies, etc. to the COR as these are developed.

The Contractor must fulfill all requests from the COR regarding Agency, congressional, or presidential inquiries. As necessary, programs will illustrate the outcome result of any/all activities. As applicable, any special reporting requirements will be communicated to the contractor well in advance.



As requested, ELIKIA program will regularly report progress and metrics to key stakeholders, implementing partners, media houses, private sector, civil society, and communities. External reports that USAID may request from the Contractor include:

- a. Annual work plans with key project activities and substantive performance indicators
- b. Program performance reports (quarterly and annual)
- c. Financial management and audit reports
- d. Performance management system strategy and M&E plans
- e. Long-term project implementation strategy

#### **9. Special reports:**

From time to time, the Contractor may be required to prepare and submit to USAID special reports concerning specific activities and topics.

##### **PEPFAR reporting requirements:**

The Contractor must comply with all country-specific PEPFAR reporting requirements, including but not limited to Annual and Semi-Annual Performance reports and annual Country Operational Plan submissions. The Contractor will be responsible for ensuring that all of the country specific PEPFAR reporting requirements are met. To reduce the PEPFAR reporting burden on the Contractor, the Contractor must submit to USAID/DRC the specific PEPFAR reports to fulfill USAID/DRC's reporting requirements.

#### **F.7. ANNUAL INVENTORY OF COMMODITIES**

In accordance with AIDAR 752.245-70, the contractor must submit an annual report on all non-expendable property. The form/format to be used in preparing this report may be found in AIDAR 752-245-70.

**[END OF SECTION F]**

**SECTION G - CONTRACT ADMINISTRATION DATA**

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

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The Contracting Officer's Representative (COR) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases and Services Other Than Personal. Each voucher must 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 must 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 must 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 must 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 must 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:

### **United States Mailing Address**

USAID/DRC  
Acquisition & Assistance Office  
2220 Kinshasa Place  
Department of State  
Washington DC, 20521-2220

### **Kinshasa, DRC address**

USAID/DRC  
Acquisition & Assistance  
Mobil Building  
Avenue Isiro No. 198, Gare Centrale  
Gombe, Kinshasa  
Republic Democratic of the Congo

## **G.3. CONTRACTING OFFICER'S AUTHORITY**

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

## **G.4. CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The Contracting Officer's Representative will be identified at the time of award. A separate Administrative letter issued by the Contracting Officer at the time of contract award will designate the COR. The Contracting Officer will provide a copy of the COR designation letter to the Contractor.

## **G.5. TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID**

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

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

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

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

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

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

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

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

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

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

(d) In the absence of the designated COR, the COR may designate someone to serve as COR in their place. However, such action to direct an individual to act in the COR's stead must immediately be communicated to the Contractor by 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 COR must 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.6. PAYING OFFICE**

The paying office for this contract is:

OFFICE OF FINANCE AND MANAGEMENT  
USAID/DRC  
MOBIL BUILDING  
AVENUE ISIRO No. 198  
GOMBE, KINSHASA  
DEMOCRATIC REPUBLIC OF THE CONGO

#### **G.7. INVOICING INSTRUCTIONS**

Completed SF-1034 "Voucher for Services for Other Than Personal" and relevant invoices and other documentation must be submitted electronically (e-mail is the preferred method) to the Office of the Financial Management [Kinshasaofm@usaid.gov](mailto:Kinshasaofm@usaid.gov). The subject line of the email must read Award No. and name of the Contractor. The SF-1034 and all requests for payment must be sent to the e-mail address above with a copy to the COR. When submitting requests for payment, please follow the instructions below:

- Send via email, one invoice, all other required supporting documents, and SF-1034 Public Voucher for Purchases and Services Other Than Personal.
- The SF-1034 must be signed,
- The invoice should provide the bank account details which should include the bank account number, the bank name and address, the SWIFT Code and the ABA number.

#### **G.8. ACCOUNTING AND APPROPRIATION DATA**

(To be completed at time of award.)

Budget Fiscal Year:

Operating Unit:

Program Area:

Team/Division:

Benefiting Geo Area:

Object Class (EOCC):

Amount Obligated:

**[END OF SECTION G]**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract.

NUMBER	TITLE	DATE
752.7027	PERSONNEL	DEC 1990

### H.2. 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)

(a) Except as may be specifically approved by the Contracting Officer, the Contractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 "Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds." The authorized source for procurement is Geographic Code 935 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

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

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

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

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items
- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

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

### H.3. AUTHORIZED GEOGRAPHIC CODE

Except for procurement of approved Anti-Retroviral pharmaceuticals (Approved ARVs) for HIV/AIDS Programs, the authorized geographic code is 937.

#### **H.4. 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)**

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

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

#### **H.5. AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (September 2013)**

(Class Deviation OAA-DEV-13-01c)

(a) Contract Reports and Information/Intellectual Products.

(1) Within thirty (30) calendar days of obtaining the Contracting Officer Representative's approval, the contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that (1) describe the planning, design, implementation, evaluation, and results of development assistance; and (2) are generated during the life cycle of development assistance programs or activities.) The Contractor must also submit copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

- (i) Time-sensitive materials such as newsletters, brochures or bulletins.
- (ii) The contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

(2) Within thirty (30) calendar days after completion of the contract, the contractor must submit to the DEC any reports that have not been previously submitted and an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements. The contractor must review the DEC Web site for the most up-to-date submission instructions, including the DEC address for paper submissions, the document formatting and the types of documents to be submitted. The submission instructions can be found at: <https://dec.usaid.gov>.

(1) Standards.

(i) Material must not include financially sensitive information or personally identifiable information (PII) such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission.

(ii) All submissions must conform to current USAID branding requirements.

(iii) Contract reports and information/intellectual products can be submitted in either electronic (preferred) or paper form. Electronic documentation must comply with Section 508 of the Rehabilitation Act of 1973.

(iv) The electronic submissions must consist of only one electronic file, which comprises the complete and final equivalent of the paper copy. In the case of databases and computer software the submissions must also include necessary descriptive information, e.g., special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

(v) Electronic documents must be in one of the National Archives and Records Administration (NARA)-approved formats as described in NARA guidelines related to the transfer of permanent E-records. (See <http://www.archives.gov/records-mgmt/initiatives/transfer-to-nara.html>).

(2) Essential bibliographic information. Descriptive information is required for all Contractor products submitted. The title page of all reports and information products must include the contract number(s), contractor name(s), name of the USAID Contracting Officer's Representative, the publication or issuance date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as a separate cover sheet, the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

## **H.6. INSURANCE AND SERVICES**

### **52.228-3 Workers' Compensation Insurance (Defense Base Act) (Apr 1984)**

The Contractor must (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act ([42 U.S.C. 1651](#), *et seq.*) requires and (b) continue to maintain it until performance is completed. The Contractor must insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.



**752.228-3 Worker's Compensation Insurance (Defense Base Act).**

(a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self-insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.

(b) If USAID or the Contractor has secured a waiver of DBA coverage (see AIDAR 728.305-70(a)) for Contractor's employees who are not citizens of, residents of, or hired in the United States, the Contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.

(c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

(d) Allied World Assurance Company is the only insurance underwriter authorized to write DBA insurance under USAID contracts. To obtain DBA insurance, Contractors are to contact Allied's agent, Aon Risk Insurance Services West, Inc. at:

(1) 199 Fremont St., Suite 1400  
San Francisco, CA 94105

**Primary Contact:** Fred Robinson; Phone: (415) 486-7516; Email: [Fred.Robinson@aon.com](mailto:Fred.Robinson@aon.com)

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

OR

(2) 1120 20th St., N.W., Suite 600  
Washington D.C. 20036

**Primary Contact:** Ellen Rowan; Phone: (202) 862-5306; Email: [Ellen.Rowan@aon.com](mailto:Ellen.Rowan@aon.com)

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

(e) The Contractor must be entitled to be reimbursed for the cost of insurance provided to its employees pursuant to the contract clause at FAR 52.228-3, "Workers' Compensation Insurance (Defense Base Act)," at the USAID authorized rate (Please refer to latest AAPD) of employee remuneration. The Contractor is herein notified that DBA insurance coverage is a requirement for all prime Contractor employees and subcontractor employees under this contract pursuant to FAR 52.228-3. DBA-covered employees are also entitled to benefits under the War Hazards Compensation Fund. As this is a U.S. Government established fund and its benefits are provided at no additional cost to the Contractor above the cost of DBA insurance, the Contractor is not entitled to reimbursement for War Hazards Compensation Fund coverage. If the Contractor provides additional accidental death and disability or life insurance to its employees, the cost of the additional insurance will be considered a fringe benefit and will be allowable as provided by FAR 31.205-6(m).

**H.7. 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)**

(a) Contractors must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and

allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) Exceptions.

(i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.

(ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by Contractor employees overseas.

(d) Contractors are responsible for providing medical evacuation coverage for their employees. Medical evacuation costs are allowable as a direct cost. Medevac services costs are allowable as a direct cost.

## **H.8. LANGUAGE REQUIREMENTS**

Contractor key personnel must have English language S/4 and R/4 proficiency and French language S/3 and R/3 proficiency to perform technical services.

## **H.9. AUTHORIZED WORK WEEK**

No overtime or premium pay is authorized under this contract. A six-day workweek must be authorized only on a case-by-case basis with prior approval from the CO.

## **H.10. 752.7034 ACKNOWLEDGMENT AND DISCLAIMER (DEC 1991)**

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

(b) Unless the Contractor is instructed otherwise by the cognizant technical office publications, videos or other information/media products funded under this contract and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent/appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.

## **H.11. EXECUTIVE ORDER ON TERRORISM FINANCING**

The Contractor is reminded that U.S. Executive Orders (including E.O. 13224) and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. FAR 25.701 prohibits agencies and their Contractors and subcontractors from acquiring

any supplies or services from individuals or organizations, if any proclamation, Executive Order, Office of Foreign Assets Control (OFAC) regulations, or statute administered by OFAC would prohibit such a transaction. Accordingly, the Contracting Officer must check the U.S. Department of the Treasury's OFAC List to ensure that the names of the Contractor and proposed subcontractors (and individuals from those organizations who have been made known to them), are not on the list. Mandatory FAR clause 52.225-13 Restrictions on Certain Foreign Purchases is included by reference in Section I.1 of this contract. By accepting this contract, the Contractor acknowledges and agrees that it is aware of the list as part of its compliance with the requirements of that clause.

#### **H.12. REPORTING OF FOREIGN TAXES (July 2007)**

(a) Reports. The Contractor must annually submit a 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. (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if 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:

USAID/DRC  
Mobil Building  
Avenue Isiro No. 198, Gare Centrale  
Gombe, Kinshasa  
Democratic Republic of the Congo (DRC)

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

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

implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:  
<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

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

#### **H.14. NONDISCRIMINATION (June 2012)**

FAR Part 27 and the clauses prescribed in that part prohibit contractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices.

USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of harassment, either sexual or nonsexual, of any employee or applicant for employment. Contractors are required to comply with the nondiscrimination requirements of the FAR.

In addition, the Agency strongly encourages all its contractors (at all tiers) to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection on these expanded bases, subject to applicable law.

#### **H.15. COMPLIANCE WITH THE TRAFFICKING VICTIMS PROTECTION REAUTHORIZATION ACT**

The U.S. Government may terminate this contract agreement, without penalty, if the Contractor or any sub-contractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the contract is in effect, or (ii) uses forced labor in the performance of the contract agreement.

#### **H.16. 302.3.5.13 ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS (August 2013)**

(a) A U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of a U.S. firm may obtain access to USAID facilities or logical access to USAID's information systems only when and to the extent necessary to carry out this award and in accordance with this provision. The contractor's employees, consultants, or volunteers who are not U.S. citizen as well as employees, consultants, or volunteers of non-U.S. firms, irrespective of their citizenship, will not be granted logical access to U.S. Government information technology systems (such as Phoenix, GLAAS, etc.) and must be escorted to use U.S. Government facilities (such as office space).

(b) Before a contractor (or a contractor employee, consultant, or volunteer) or

subcontractor at any tier may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities in the United States, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form to the Enrollment Office personnel when undergoing processing. One identity source document must be a valid Federal or State government-issued picture ID. Contractors may contact the USAID Security Office to obtain the list of acceptable forms of documentation. Submission of these documents, to include documentation of security background investigations are mandatory in order for the contractor to receive a PIV/FAC card and be granted access to any of USAID's information systems. All such individuals must physically present these two source documents for identity proofing at their enrollment .

(c) The contractor or its Facilities Security Officer must return any issued building access ID and remote authentication token to the Contracting Officer's Representative (COR) upon termination of the individual's employment with the contractor or completion of the contract, whichever occurs first.

(d) Individuals engaged in the performance of this award as employees, consultants, or volunteers of the contractor must comply with all applicable Homeland Security Presidential Directive-12 (HSPD-12) and Personal Identity Verification (PIV) procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies.

(e) The contractor is required to include this provision in any subcontracts that require the subcontractor, subcontractor employee, or consultant to have routine physical access to USAID space or logical access to USAID's information systems.

#### **H.17. HOMELAND SECURITY PRESIDENTIAL DIRECTIVE -12**

Homeland Security Presidential Directive-12 (HSPD-12) (September 2006)

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems. USAID will begin issuing HSPD-12 "smart card" IDs to applicable contracts, using a phased approach. Effective October 27, 2006, USAID will begin issuing new "smart card" IDs to new Contractors (and new Contractor employees) requiring routine access to USAID controlled facilities and/or access to USAID's information systems. USAID will begin issuance of the new smart card IDs to existing Contractors (and existing Contractor employees) on October 27, 2007. (Exceptions would include those situations where an existing Contractor (or Contractor employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing Contractor (or Contractor employee) would need to follow the PIV processes described below, and be issued one of the new smart cards.)

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

Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the Contractor to receive a building access ID, and before access will be granted to any of USAID's information systems. All Contractors must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The Contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the Contractor or completion of the contract, whichever occurs first.

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

This includes HSPD-12 procedures established in USAID/Washington as well as those procedures established by the overseas Regional Security Office. In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Contracting Officer.

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

#### **H.18. COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

a) The Contractor must provide a comprehensive list of all offered specific electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Contractor must clearly indicate where this list with full details of compliance can be found (e.g., vendors or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning five calendar days after award. The contractor must maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to its product line.

(b) For every EIT product accepted under this contract by USAID that does not comply with 36 CFR Part 1194, the contractor must, at the discretion of USAID, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever must occur first.

#### **H.19. ORGANIZATIONAL CONFLICT OF INTEREST**

Any concerns/issues related to Organizational Conflict of Interest MUST be brought to the attention of the Cognizant Contracting Officer as soon as it appears. See CIB 99-17: <http://www.usaid.gov/sites/default/files/documents/1868/cib9917.pdf>

#### **H.20. MAXIMIZING USE OF LOCAL ENTITIES**

To the extent practicable, the Contractor should utilize local entities in the performance of all subcontracts and/or GUCs in order to build local capacity. The Contractor should endeavor to exceed the minimum local subcontracting requirements at all times.

## **H.21. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)**

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

## **H.22. ENVIRONMENTAL COMPLIANCE**

(a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ads/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Contractor environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFP/contract.

(b) In addition, the contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter must govern.

(c) No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.")

(d) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Contracting Officer's Representative and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, will review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.

(e) If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it will prepare an amendment to the documentation for USAID review and approval. No such new activities will be undertaken prior to receiving written USAID approval of environmental documentation amendments.

(f) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation will be halted until an amendment to the documentation is submitted and written approval is received from USAID.

## **H.23. GENDER CONSIDERATION**

To the greatest extent possible, the Contractor must seek to include both men and women in all aspects of this program including participation and leadership in [e.g., meetings, training, etc.].

The Contractor must collect, analyze and submit to USAID sex-disaggregated data and proposed actions that will address any identified gender-related issues. Further requirements on this are included in Section C.

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

#### **H.24. OWNERSHIP OF DATA**

In conjunction with FAR 52.227-14, all data produced under this contract will be the property of the U.S. Government and will be shared with the wider ELIKIA community as the USG sees fit. This includes instructional, communication, and all other materials.

#### **H.25. 302.3.4.12 GRANTS UNDER CONTRACT**

Subject to the conditions discussed below, the Contracting Officer (CO) may enter into a direct contract that allows the contractor to execute grants with non-governmental organizations (non-profits or for-profits).

The following requirements apply to any grant to be awarded by a Contractor under this contract:

- a. USAID shall have substantial involvement in the establishment of selection criteria and shall approve the selection of grant recipients. Unless otherwise directed by the cognizant Contracting Officer, the COR shall have authority to approve the grant recipient selection.
- b. USAID retains the right to terminate the grant activity (activities) unilaterally in extraordinary circumstances.
- c. The Contractor is not authorized to execute or administer Cooperative Agreements on USAID's behalf.
- d. Requirements which apply to USAID-executed grants shall also apply to grants signed by the Contractor.
- e. The Contractor shall award such grants only to non-U.S., or U.S., non-governmental organizations. It is anticipated that the approved amount of such grants shall not exceed \$100,000 (for U.S.), unless an exception is provided in writing by the contracting officer (and further approved by the HCA).
- f. In-Kind Components of Grants. For in-kind grants, the Contractor must be able to procure commodities and services for grantees. The Contractor must ensure that procurements include delivery to the grantee, inspection (the Contractor must use a best-value system of procurement to ensure quality and cost control), requisite field demonstrations where applicable, training on use of the commodity, warrantee/maintenance agreements, monitoring of commodity use, titling disposition, and all permits, licenses, waivers, etc. required by law or regulation. Approval in advance from the COR is required before the Contractor can issue grants. In-kind contributions are allowable as cost share in accordance with OMB Circular A-110 and 22 CFR 226.23 for U.S. organizations and in accordance with the Standard Provision, "Cost Share" for non-U.S. organizations.



## **H.26. SUBCONTRACTING**

The Contractor must subcontract \$TBD of the work. The Contractor must be held responsible for all requirements of and all work performed under this contract.

## **H.27 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS, AIDAR 752.7032 (JAN 1990)**

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

## **H.28 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS, FAR 52.203-17(APR 2014)**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

## **H.29 CONTRACTOR'S STAFF SUPPORT, AND ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS**

The Contractor shall be responsible for all administrative support and logistics required to fulfill the requirements of this Contract. These shall include all travel arrangements, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

## **H.30 TRAVEL COSTS, FAR 31.205-46(b)**

(b) Airfare costs in excess of the lowest priced airfare available to the contractor during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolong travel, result in increased cost that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet mission requirements.

## **H.31 PRIOR APPROVALS OF THE CONTRACTING OFFICER**

### **Procurement of Anti-Retrovirals for HIV/AIDS Programs**

1. The Contracting Officer hereby gives advance approval for procurement of Approved ARVs under
  - (a) the AIDAR provision 752.225-70, "Source, Origin and Nationality Requirements",
  - (b) the source/origin or "restricted commodity" provisions of the Mandatory Standard Provisions for U.S., Nongovernmental Recipients "USAID Eligibility Rules for Goods and Services", or
  - (c) under the authority of the source waiver, advance CO approval is granted for procurement of Approved ARVs under the above AIDAR clause or similar assistance agreement provisions. Such procurement must be made in accordance with terms of the AAPD 07-01 as amended.
2. The Contractor hereby gives advance consent to subcontracts for procurement of Approved ARVs in amounts in excess of the simplified acquisition threshold under FAR clause 52.244-2, Subcontracts.
3. Once a contractor requests CO consent to a subcontract for the procurement of Approved ARVs that is in excess of the simplified acquisition threshold, the CO may consent to the current and any future subcontracts that are solely for the procurement of any of the Approved ARVs.

### **H.32 Conscience Clause Implementation (Acquisition) (February 2012)**

#### **—CONSCIENCE CLAUSE IMPLEMENTATION (ACQUISITION) – SOLICITATION PROVISION (FEBRUARY 2012)**

(a) An organization, including a faith-based organization, that is otherwise eligible to receive funds under this agreement for HIV/AIDS prevention, treatment, or care—

(1) Must not be required, as a condition of receiving such assistance—

- (i) to endorse or utilize a multisectoral or comprehensive approach to combating HIV/AIDS; or
- (ii) to endorse, utilize, make a referral to, become integrated with, or otherwise participate in any program or activity to which the organization has a religious or moral objection; and

(2) Must not be discriminated against in the solicitation or issuance of grants, contracts, or cooperative agreements for refusing to meet any requirement described in paragraph (a)(1) above.

(b) An offeror who believes that this solicitation contains provisions or requirements that would require it to endorse or use an approach or participate in an activity to which it has a religious or moral objection must so notify the cognizant Contracting Officer in accordance with AIDAR 752.7006 (Notices) as soon as possible, and in any event not later than 15 calendar days before the deadline for submission of applications under this solicitation. The offeror must advise which activity(ies) it could not implement and the nature of the religious or moral objection.

(c) In responding to the solicitation, an offeror with a religious or moral objection may compete for any funding opportunity as a prime partner, or as a leader or member of a consortium that comes together to compete for an award. Alternatively, such offeror may limit its proposal to those activities it can undertake and should indicate in its submission the activity(ies) it has excluded based on religious or moral objection. The offeror's proposal will be evaluated based on the activities for which a proposal

is submitted, and will not be evaluated favorably or unfavorably due to the absence of a proposal addressing the activity(ies) to which it objected and which it thus omitted. In addition to the notification in paragraph (b) above, the offeror must meet the submission date provided for in the solicitation.

(End of Provision)

### **H.33 Condoms (Acquisition) (June 2005)**

#### — CONDOMS (ACQUISITION) (JUNE 2005)

Information provided about the use of condoms as part of projects or activities that are funded under this contract must be medically accurate and must include the public health benefits and failure rates of such use and must be consistent with USAID's fact sheet entitled, —USAID HIV/STI Prevention and Condoms. This fact sheet may be accessed at:

<http://www.usaid.gov/sites/default/files/documents/1864/CondomSTIIssueBrief.pdf>

(End of Provision)

### **H.34 Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking (Acquisition) (April 2010)**

The prime contractor must flow this provision down in all subcontracts.

#### —PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ACQUISITION) (APRIL 2010)

(a) This contract is authorized under the United States Leadership Against HIV/AIDS, Tuberculosis, and Malaria Act of 2003 (Pub.L. No. 108-25), as amended. This Act enunciates that the U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. The contractor must not use any of the funds made available under this contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence must be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b)(1) Except as provided in (b)(2) and (b)(3), by its signature of this contract or subcontract for HIV/AIDS activities, a non-governmental organization or public international organization awardee/subawardee agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children

(2) The following organizations are exempt from (b)(1): the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

(3) Contractors and subcontractors are exempt from (b)(1) if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

(4) Notwithstanding section (b)(3), not exempt from (b)(1) are contractors and subcontractors that implement HIV/AIDS programs under this contract or subcontract by:

(i) providing supplies or services directly to the final populations receiving such supplies or services in host countries;

(ii) providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or

(iii) providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

(c) The following definitions apply for purposes of this provision:

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

—Prostitution|| means procuring or providing any commercial sex act and the —practice of prostitution|| has the same meaning.

—Sex trafficking|| means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

(d) The contractor must insert this provision in all subcontracts.

(e) Any violation of this provision will result in the immediate termination of this award by USAID.

(f) This provision does not affect the applicability of FAR 52.222-50 to this contract.

(End of Provision)

### **H.35 Defense Base Act (DBA) Insurance for 2010-2015 – [AAPD 12-01, Nov 1, 2011]**

Insurance coverage is mandatory for all contractor and subcontractor employees performing work outside of the United States. USAID contractors and subcontractors must possess this coverage before their employees arrive in country and commence work on the contract. Contractors and subcontractors must maintain the insurance coverage until covered employees complete their overseas performance under the contract. Answers to general Frequently Asked Questions about DBA insurance may be found on the Department of Labor's website at <http://www.dol.gov/owcp/dllhwc/dbafaqs.htm>. Agency guidance concerning DBA insurance requirements is found in ADS 302.3.5.8 and its mandatory reference. In accordance with ADS 302, updated information concerning USAID's DBA insurance contract and rates are provided through AAPDs.

Pursuant to ADS 302.3.5.8, this AAPD announces that USAID executed a contract for DBA insurance with AWAC. Policies written under the prior contract with Fidelity and Casualty of New York will continue in force until their expiration. The rates in this AAPD were effective March 1, 2010.

Please find below the link to the AAPD 12-01 for the applicable rates and contact information for DBA coverage under the AWAC contract:

[http://www.usaid.gov/sites/default/files/documents/1868/aapd12\\_01.pdf](http://www.usaid.gov/sites/default/files/documents/1868/aapd12_01.pdf)

### **H.36 C.O. PRIOR APPROVAL OF APPROVED TEST KITS**

## **AAPD 07 – 05, USAID List of Approved HIV/AIDS Test Kits**

1. The “USAID List of Approved HIV/AIDS Test Kits” is at [http://www.usaid.gov/our\\_work/global\\_health/aids/TechAreas/scms/scms.html](http://www.usaid.gov/our_work/global_health/aids/TechAreas/scms/scms.html)
2. Under the authority of the source waiver, advance CO approval is granted for procurement of Approved Test Kits under AIDAR provision 752.225-70, "Source, Origin and Nationality Requirements". Such procurement must be made in accordance with terms of AAPD 07-05.
3. COs may give advance consent to subcontracts for procurement of Approved Test Kits in amounts in excess of the simplified acquisition threshold under FAR clause 52.244-2, Subcontracts.
4. Once contractor requests CO consent of a subcontract for the procurement of Approved Test Kits in excess of the simplified acquisition threshold, the CO may consent to the current and any future subcontracts that are solely for the procurement of any of the Approved Test Kits.

### **H.37 CIB 92-25 – NON-EXPENDABLE AID-OWNED PROPERTY IN CONTRACTOR’S CUSTODY**

Proper accountability for Government Owned Non-expendable Property (NXP) in the possession of contractors continues to be an important responsibility for AID.

Non-expendable Property (NXP) means tangible equipment including exempt property charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with contractor’s policy, lower limits may be established.

AIDAR 752.245-70 and -71 as well as the FAR clause(s) required by FAR Part 45 apply to this contract.

Solicitations should define NXP and require offerors to justify any budget item for direct purchase of NXP. Contracts should include a specific authorized NXP procurement list as part of the budget. Any contractor request to purchase additional NXP after award should also include an explanation and appropriate justification.

When NXP is proposed as a direct cost item, the CO should request the Inspector General to review the contractor's property control procedures as part of any pre-award survey.

Per Section F.10, the CO should assure receipt of the "Annual Report of AID-Owned Non-Expendable Property in Contractor's Custody" required by the standard provision of the contract entitled "Government Property" (AIDAR 752.245-70). This report is required for U.S. Government-titled NXP. This report is to be included in the file and a copy sent to the Office of Financial Management (FA/FM). NXP used in the cooperating country and titled in the name of the cooperating country is not subject to this report.

**[END OF SECTION H]**

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

#### I.1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	(NOV 2013)
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	(OCT 2010)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(OCT 2010)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	(APR 2010)
52.203-14	DISPLAY OF HOTLINE POSTER(S)	(DEC 2007)
52.204-2	SECURITY REQUIREMENTS	(AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(MAY 2011)
52.204-7	SYSTEM FOR AWARD MANAGEMENT.	(JUL 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	(JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS.	(JUL 2013)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(AUG 2013)
52.215-2	AUDIT AND RECORDS—NEGOTIATION	(OCT 2010)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES	(OCT 2010)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	(OCT 1997)
52.215-23	LIMITATION ON PASS-THROUGH CHARGES	(OCT 2009)
52.216-7	ALLOWABLE COSTS AND PAYMENT	(JUN 2013)
52.216-8	FIXED FEE	(JUN 2011)
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	(OCT 1997)
52.217-8	OPTION TO EXTEND SERVICES	(NOV 1999)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	(FEB 1997)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	(JUL 1990)
52.222-3	CONVICT LABOR	(JUN 2003)

52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY	(MAR 2007)
52.222-29	NOTIFICATION OF VISA DENIAL	(JUN 2003)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	(SEP 2010)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	(OCT 2010)
52.222-37	EMPLOYMENT REPORTS ON VETERANS	(SEP 2010)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	(DEC 2010)
52.222-50	COMBATING TRAFFICKING IN PERSONS.	(FEB 2009)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	(AUG 2013)
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	(SEP 2013)
52.223-4	RECOVERED MATERIAL CERTIFICATION	(MAY 2008)
52.223-6	DRUG-FREE WORKPLACE.	(MAY 2001)
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	(MAY 1995)
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	(MAY 2008)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	(AUG 2011)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	(JUN 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	(FEB 2000)
52.227-1	AUTHORIZATION AND CONSENT	(DEC 2007)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	(DEC 2007)
52.227-3	PATENT INDEMNITY	(APR 1984)
52.227-14	RIGHTS IN DATA--GENERAL	(DEC 2007)
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	(MAR 1996)
52.229-8	TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS	(MAR 1990)
52.230-2	COST ACCOUNTING STANDARDS	(MAY 2012)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	(JUN 2010)
52.232-17	INTEREST	(OCT 2010)
52.232-18	AVAILABILITY OF FUNDS	(APR 1984)
52.232-22	LIMITATION OF FUNDS	(APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS	(JAN 1986)
52.232-25	PROMPT PAYMENT-ALTERNATE I	(JUL 2013)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT	(JUL 2013)
52.232-40	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION 2012-00014)	(DEC 2013)
52.233-1	DISPUTES	(JUL 2002)
52.233-3	PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I	(JUN 1985)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	(OCT 2004)
52.237-9	WAIVERS OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	(AUG 2003)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	(APR 1984)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	(MAY 2001)
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	(JAN 1997)
52.242-13	BANKRUPTCY	(JUL 1995)
52.243-2	CHANGES – COST REIMBURSEMENT - - Alternate I	(AUG 1987) (APR 1984)

52.244-2	SUBCONTRACTS – ALTERNATE I	(JUN 2007)
52.244- 5	COMPETITION IN SUBCONTRACTING	(DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(DEC 2013)
52.245-1	GOVERNMENT PROPERTY	(APR 2012)
52.245-9	USE AND CHARGES	(APR 2012)
52.246-25	LIMITATION OF LIABILITY - SERVICES	(FEB 1997)
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS	(FEB 2006)
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	(JUN 2003)
52.248-1	VALUE ENGINEERING	(OCT 2010)
52.249-6	TERMINATION (COST-REIMBURSEMENT)	(MAY 2004)
52.249-14	EXCUSABLE DELAYS	(APR 1984)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

#### **AIDAR CLAUSES (48 CFR CHAPTER 7)**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
752.202-1	DEFINITIONS	(JAN 1990)
752.204-2	SECURITY REQUIREMENTS	(FEB 1999)
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	(JUNE 1993)
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	
752.226-2	SUBCONTRACTING WITH DISADVANTAGED ENTERPRISE	(JULY 97)
752.226-3	LIMITATIONS ON SUBCONTRACTING	(JUNE 93)
752.227-14	RIGHTS TO DATA – GENERAL	(OCT 2007)
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	(JULY 97)
752.229-70	FEDERAL, STATE, AND LOCAL TAXES	
752.242-70	PERIODIC PROGRESS REPORTS	(OCT 2007)
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	(JULY 97)
752.245-71	TITLE TO AND CARE OF PROPERTY	(APR 1984)
752.7001	BIOGRAPHICAL DATA	(JUL 1997)
752.7002	TRAVEL AND TRANSPORTATION	(JAN 1990)
752.7006	NOTICES	(APR 1984)
752.7007	PERSONNEL COMPENSATION	(JUL 2007)
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	(APR 1984)
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL	(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	(JULY 1997)
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	(JAN 1999)
752.7019	PARTICIPANT TRAINING	(JAN 1999)
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	(APR 1984)
752.7028	DIFFERENTIALS AND ALLOWNCES	(JUL 1996)
752.7029	POST PRIVILEGES	(JULY 1993)
752.7033	PHYSICAL FITNESS	(JULY 1997)
752.7035	PUBLIC NOTICES	(DEC 1991)



**I.2. 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

a) The Contractor must update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The Contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

### **I.3. 52.243-7 NOTIFICATION OF CHANGES (APR 1984)**

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which must be provided to the Contractor) which must refer to this paragraph and must be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor must notify the Administrative Contracting Officer in writing promptly, within 7 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice must state -

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including -
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor must diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor must continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice

must be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR must be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer must promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer must promptly, within [ ] (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer must either -

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.* (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment must be made -

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract must be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment must include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer must have the right to prescribe the manner of disposition of the property. The equitable adjustment must not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

#### **I.4. SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)**

(a) The Contractor must submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier Subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors must only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 must be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors must submit the above referenced transportation documents to COR.

#### **I.5. AIDAR 752.219-70 USAID MENTOR- PROTÉGÉ PROGRAM (JUL 2007)**

(a) Large and small businesses are encouraged to participate in the USAID Mentor-Protégé Program (the “Program”). Mentor firms provide eligible small business Protégés with developmental assistance to enhance their business capabilities and ability to obtain Federal contracts.

(b) Mentor firms are large prime contractors or eligible small business capable of providing developmental assistance. Protégé firms are small business as defined in 13 CFR Parts 121, 124, and 126.

(c) Developmental assistance is technical, managerial, financial, and other mutually beneficial assistance that aids Protégés. The costs for developmental assistance are not chargeable to the contract.

(d) Firms interested in participating in the Program are encouraged to contact the USAID Mentor-Protégé Program Manager (202-712-1500) for more information.

#### **I.6. 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES**

##### **VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008)**

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

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

(1) No funds made available under this contract will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate”, as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

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

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

(End of clause)

*Alternate I (JUNE 2008).* If a contract with family planning activities is contemplated, add the following paragraphs (d-g) to the basic clause:

(d) *Voluntary Participation and Family Planning Methods.*

(1) The contractor agrees to take any steps necessary to ensure that funds made available under this contract will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the contractor agrees to conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program.

(2) Activities which provide family planning services or information to individuals, financed in whole or in part under this contract, must provide a broad range of family planning methods and services available in the country in which the activity is conducted or must provide information to such individuals regarding where such methods and services may be obtained.

(e) *Requirements for Voluntary Family Planning Projects.*

(1) A family planning project must comply with the requirements of this paragraph.

(2) A project is a discrete activity through which a governmental or nongovernmental organization or public international organization provides family planning services to people and for which funds obligated under this contract, or goods or services financed with such funds, are provided under this contract, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.

(3) Service providers and referral agents in the project must not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.

(4) The project must not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.

(5) No person must be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.

(6) The project must provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of

the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.

(7) The project must ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.

(8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no sub-contract or grant under this contract, the organization implementing a project for which such assistance is provided must agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.

(9) (i) The contractor must notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5) or (7) of this paragraph; and

(ii) the contractor must investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and must notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project.

(iii) The contractor must provide USAID such additional information about violations as USAID may request.

*(f) Additional Requirements for Voluntary Sterilization Programs.*

(1) The contractor must ensure that any surgical sterilization procedures supported in whole or in part by funds from this contract are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent any time prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

(2) Further, the contractor must document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or

(ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation must be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who must speak the same language as the patient.

(3) The contractor must retain copies of informed consent forms and certification documents for each voluntary sterilization procedure for a period of three years after performance of the sterilization procedure.

*(g) The contractor must insert this Alternate I in all subcontracts involving family planning activities.*

**[END OF SECTION I]**

## **PART III LIST OF ATTACHMENTS**

### **SECTION J - LIST OF ATTACHMENTS**

**ATTACHMENT 1:                    Technical Annex**

#### **J.1.    LIST OF REFERENCE DOCUMENTS**

- 1) PEPFAR OVC Guidance
- 2) 2010-2014 DRC National Plan of Action-OVC
- 3) 2014-2017 HIV National Strategic Plan
- 4) PEPFAR Strategy for OVC in DRC
- 5) ProVIC External Evaluation Report
- 6) PMTCT Acceleration Plan (2012)
- 7) DRC/PEPFAR Health Zone Strategy
- 8) Country Development Cooperation Strategy (CDCS)
- 9) RFP Budget Template (Excel)



## PART IV REPRESENTATIONS AND INSTRUCTIONS

### SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

#### 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
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.	(SEP 2007)
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	(SEP 2010)
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	(AUG 2003)

#### K.2. 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the

provision at 52.204-7, System for Award Management.

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

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

provision applies to—

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

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

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

[Contracting Officer check as appropriate.]

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

(A) Basic.

(B) Alternate I.

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause #      Title      Date      Change

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

(End of provision)

**K.3. 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.4. 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.5. 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)**

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

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

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

(B) Have or 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, violating Federal criminal tax laws, or receiving stolen property (if Offeror checks “have”, the Offeror must also see [52.209-7](#), if included in this solicitation);

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

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

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

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

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

(2) *Examples.*

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

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

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

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

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

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution

Under Section 1001, Title 18, United States Code.

(b) The Offeror must 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 must 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.6. 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

(a) Definitions. As used in this provision—

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

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

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

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

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

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

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
  - (i) In a criminal proceeding, a conviction.
  - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
  - (iii) In an administrative proceeding, a finding of fault and liability that results in—
    - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
    - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
  - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or

compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

**K.7. 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 must insert in the following spaces the required information:

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

**K.8. 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)  
ALTERNATE I (OCT 1998)**

(a) General. This provision is used to assess an Offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The Offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)  For Joint Ventures. The Offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The Offeror must enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.

(3) Address. The Offeror represents that its address  is,  is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The Offeror must use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the Offeror as listed on the Small Business Administrations register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract must:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

#### **K.9. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The Offeror represents that --

(a) It \* has, \* has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It \* has, \* has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.10. 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The Offeror represents that --

(a) It \* has developed and has on file, \* has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It \* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.11. 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)**

(a) This solicitation sets forth the Government’s known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data—General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor’s facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]—

[ ] (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

[ ] (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

---

(c) Any identification of limited rights data or restricted computer software in the offeror’s response is not determinative of the status of the data should a contract be awarded to the offeror.

**K.12. 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement—Cost Accounting Practices and Certification



(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: \_\_\_\_\_

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

\_\_\_\_\_

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

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

Date of Disclosure Statement: \_\_\_\_\_

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

\_\_\_\_\_

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

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

(4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a

completed Disclosure Statement.

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

## II. Cost Accounting Standards—Eligibility for Modified Contract Coverage

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

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

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

## III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

Yes       No

### **K.13. 52.230-7 PROPOSAL DISCLOSURE – COST ACCOUNTING PRACTICE CHANGES (APR 2005)**

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

Yes  No

If the Offeror checked “Yes” above, the Offeror must--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

### **K.14. 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 \_\_\_\_\_

**K.15. 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 exception (continue on a separate attachment page, if necessary)

**[END OF SECTION K]**

## SECTION L - INSTRUCTIONS TO OFFERORS

### L.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
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBERING	(JUL 2013)
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION ALTERNATE I	(JAN 2004)
52.215-16	FACILITIES CAPITAL COST OF MONEY	(JUN 2003)
52.215-22	LIMITATION ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT	(OCT 2009)
52.217-5	EVALUATION OF OPTIONS	(JUL 1990)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	(FEB 1999)
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	(FEB 1993)

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

The Government contemplates award of one cost-plus-fixed-fee completion type contract resulting from this solicitation.

### L.3. 52.233-2 SERVICE OF PROTEST (SEP 2006)

(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), must be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Robert P. Schmidt, Jr.  
Supervisory Contracting Officer  
USAID/DRC

Hand-Carried Address: Acquisition & Assistance Office  
USAID/DRC  
c/o US Embassy  
Avenue Isiro No. 198, Gare Centrale  
Gombe, Kinshasa - DRC

Mailing Address: USAID/DRC  
Avenue Isiro No. 198, Gare Centrale  
Gombe, Kinshasa - DRC

Fax Number: (243)81 555 4528

In addition, a copy must be faxed to William Buckhold at 202-216-3058.

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

#### **L.4. GENERAL INSTRUCTIONS TO OFFERORS**

(a) **Number of Awards:** USAID anticipates the award of one (1) contract as a result of this solicitation. USAID reserves the right to award more or fewer awards than the anticipated number of contracts stated above.

(b) **RFP Instructions:** Proposals must be submitted in accordance with Section L. If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be down-graded and not receive full or partial credit under the applicable evaluation criteria.

If an offeror does not understand the instructions in this solicitation, then it should write to the Supervisory Contracting Officer, Robert P. Schmidt, Jr., (copying the Contracting Officer, Emily Rudge Revis, and the Senior Acquisition and Assistance Specialist, Ony Razafindratovo) for clarification sufficiently in advance of the deadline for the receipt of proposals in order to obtain an answer in time to meet the deadline.

(c) **Accurate and Complete Information:** Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

(d) **Pre-award Survey:** USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the prime Offeror's financial condition, business and personnel procedures, etc.; and (3) site visits to the prime Offeror's institution.

(e) **Offer Acceptability:** The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract:

(1) Completion of Standard Form 33, Blocks 12 through 18;

(2) Completion of the "Representations, Certifications, and Other Statements of Offerors" in Section K per Section L.5; and

(3) Submission of the information required by Section L or any other section of this RFP. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract. Offerors must follow the instructions contained in this RFP and supply all information and signature/certifications, as required.

(f) **Proposal Preparation Costs:** The U.S. Government will not pay for any proposal preparation costs.

#### **L.5. SUBMISSION/DELIVERY INSTRUCTIONS**

**Electronic responses are required for this solicitation.**

Offerors must submit their proposals via email to the Supervisory Contracting Officer, Robert P. Schmidt, Jr., at : [rschmidt@usaid.gov](mailto:rschmidt@usaid.gov), Contracting Officer, Emily R. Revis at [erudge@usaid.gov](mailto:erudge@usaid.gov) , with a copy to, Ony Razafindratoivo at: [orazafindratoivo@usaid.gov](mailto:orazafindratoivo@usaid.gov) no later than August 1, 2014 at **12:00 noon Kinshasa – DRC time** as stated on the cover page of this RFP. The proposal must be accompanied by a cover letter typed on official organizational letterhead and signed by a person who has signatory authority for the organization. The cover letter must be in Adobe PDF format. Total email size cannot exceed 5 MB. Multiple emails may be sent to accommodate the proposal size and content. All attachments must be in MS Word, Adobe PDF, and MS Excel in unprotected readable format. **OFFERORS MUST NOT SUBMIT ZIPPED FILES.**

For Section K, Offerors must comply with FAR Clause 52.204-7, Central Contractor Registration within the System for Award Management (SAM) and complete the annual representations and certifications electronically via the Online Representations and Certifications and other Statements of Offerors website at <http://www.sam.gov/portal/public/SAM/#1>.

The proposal must be prepared in two separate parts: the Technical Proposal must address technical aspects only while the Business (Cost) Proposal must present the price and address related issues such as past performance and responsibility. Proposals must be signed by an official who is authorized to negotiate and make decisions on behalf of the organization.

The Technical Proposal and Cost Proposal must be presented and labeled separately. 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.

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

## **L.6. INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL AND COST PROPOSALS**

### **A. TECHNICAL PROPOSAL**

- 1) The Technical Proposal submitted in response to this solicitation should address how the offeror intends to carry out the Statement of Objectives incorporated under Section C.
- 2) The Technical Proposal should contain a clear understanding of the requirement and the responsibilities of all parties required to satisfy the requirement. The offeror must organize the Technical Proposal by the technical evaluation criteria contained in Section M using the following format:
  - Executive Summary
  - Performance Work Statement
  - Monitoring & Evaluation Plan
    - Includes Summary of Performance Monitoring Plan
  - Management Approach and Experience
  - Program Management Plan
    - Includes organizational chart, Draft Performance Monitoring Plan (PMP), Draft Work Plan
  - Key Personnel
  - Quality Assurance Plan

- a) Offerors must limit Technical Proposals to **35 pages**, excluding the authorized annexes listed below. Please note that the executive summary will count against the page limit. USAID will not read or evaluate any of the pages after the 35th page.
- b) The page limitation does not include the following, which the offeror may present as an annex.

The annexes are limited to:

- Draft Work Plan;
  - Draft Performance Monitoring Plan
  - Resumes (no page limit), references, and tables that summarize qualifications for proposed personnel;
  - Statement of Intention and Availability for Key Personnel;
  - Past performance references; and
  - SF 294 Subcontracting Reports.
- c) Additionally, the page limitation does not include the following: Cover pages, dividers, tables of content, tables, charts, organization structure organograms and acronym list.
  - d) The offeror must write the proposal in English. The offeror must type it on standard 8 1/2" x 11" paper (216mm by 297mm paper), single spaced, Times Roman 12 Font. The offeror must number each page consecutively.
  - e) The offeror's Technical Proposal must include the following sections, at a minimum:

### **Cover Page**

A single page with the names of the organizations involved in the proposed program. Subcontracts should be listed separately. The Cover Page should include name of the proposed contract Activity Director, her/his institutional affiliation, name of a contact person for the prime offeror and her/his contact information.

### **Executive Summary (5 pages)**

The Executive Summary must not exceed five pages and should summarize the key elements of the offeror's technical strategy, management approach, program management plan, expected results and evaluation plan.

### **Technical Approach (up to 15 pages)**

In 15 pages or less, describe the proposed technical strategy and approach. This section should include brief country assessments including epidemiological contexts, contextual/vulnerability factors, gender issues and potential for activity linkages in the 3 PEPFAR focused provinces. Provide a concise description of the technical strategy and methodology (what the offeror proposes to do and why) including approaches to service delivery, collaboration across sectors and capacity building strategies. Gender issues should be addressed in all stages of the activity. The technical approach section should demonstrate, with sufficient evidence, the merits of proposed model and its potential wider applications.

The technical proposal must be organized according to the evaluation factors in Section M (i.e. the technical proposal will have 5 main sections numbered 1-5 below) and must address all evaluation factors in Section M.

### **1. Performance Work Statement (PWS).**

The PWS describes how the offeror will accomplish the outcomes and meet all the requirements within the constraints outlined in the SOO. At a minimum, the PWS must address each of the IRs, sub-IRs, and the associated activities. The PWS will replace the SOO and become Section C of the resultant contract. The offeror must write the PWS as it will appear in Section C. The PWS must refer to the offeror as "the contractor" and not the organization's name. Non-committal words such as "will", "should", or "may" must

not be utilized. Only concrete language such as “must” can be utilized to describe the offeror’s actions in the PWS. Specific consideration must be paid to the need to quickly and effectively mobilize and begin implementation; addressing the logistical and operational challenges inherent to scaling up a project to the national level; and fostering productive working relationships with stakeholders.

The offeror must provide a PWS describing its approach, methodologies, and activities to implement all three Objectives in the Statement of Objectives in section C. The offeror’s PWS must also describe the results the offeror intends to achieve and how its approach, methodologies, and activities lead to these results. The offeror is required to include the stated results from the program purpose level, all three objectives, and gender from the SOO into their PWS. Offerors may include additional results. In addition to these items, the offeror must provide a table of deliverables that includes the deliverable, a description of the deliverable, and deliverable date (in terms of the number of days from contract award).

Moreover, the offeror must describe the following items in the PWS:

1. The offeror’s understanding of the local context and development challenges, as well as its critical assumptions
2. The offeror’s methodology for choosing the health zones in which to work, including the estimated numerical range of health zones to be supported
3. The sustainability of the activities and results
4. The offeror’s incorporation of cross-cutting issues (especially gender and child safeguarding) into its activities

**Monitoring and Evaluation Plan** (up to 3 pages)

The Contractor must summarize the illustrative Performance Monitoring Evaluation Plan (attached as an annex) to describe key measures of activity performance and expected results and their contributions to longer-term outcomes, how data will be collected and used, and the specific results (targets) that are expected and how they were determined. The plan will also describe how USAID reporting requirements will be met.

**Management approach** (up to 5 pages)

Offerors should provide a clear description of how the contract will be managed, including the approach to addressing potential problems. Outline which organization/subcontractor will carry out the various tasks specified in the technical approach and evaluation plan. Offerors must specify the composition and organizational structure of the entire activity team (including home office support) and describe each staff member’s role, technical expertise, and estimated amount of time each will devote to the activity. Offerors may propose a mix of international and domestic advisors and specialists to cover the full range of objectives and activities. The management plan should also demonstrate how the offeror will use in-country staff and resources.

If the offeror plans to collaborate with other organizations, government agencies or indigenous organizations for the implementation of the contract, the services to be provided by each agency or organization must be described. Offerors that intend to utilize subcontractors must indicate the extent intended, the method of identifying sub-Contractors, and the tasks/functions they will be performing. Offerors must state whether or not they have existing relationships with these other organizations and the nature of the relationship.

**2. Program Management Plan.** Offerors must include a full management plan that directly addresses how the technical experience, operational assets, and structural framework of the Offeror are sufficient to effectively address the complexities of achieving project goals at a national scale. This section includes the



**organizational chart, the draft Performance Monitoring Plan (PMP), and a draft year-one work plan** which must be done via a Gantt chart utilizing the critical path method.

- Draft Work Plan: The offeror must provide a draft work plan for the five years that will also include a draft Year 1 work plan. The plan must meet the requirements of Section F. “Annual Work Plans.”
- Draft Performance Monitoring Plan (PMP): (See Section F. Reports and Deliverables) The offeror must provide a draft Performance Monitoring Plan (PMP) to describe key measures of activity performance and expected results and their contributions to longer-term outcomes, how data will be collected and used, and the specific results (targets) that are expected and how they were determined. The plan will also describe how USAID reporting requirements will be met. The PMP must contain realistic numerical targets for all indicators (the program purpose level, all three objectives, and gender) for the entire program period and broken down for each year. If the offeror has included additional results, it must also include corresponding indicators and realistic numerical targets for the indicators.

**Personnel** (up to 3 pages)

Offeror should provide summary descriptions of roles, responsibilities and qualifications of all key personnel, local and expatriate, to be funded under the contract. Resumes of these staff, not to exceed 3 pages, and bio data sheets (AID 1420-17) should be provided in the appendix. Letters of commitment from all key personnel to the effect that they will be available for the period of the contract, should the offeror receive an award, should also be included.

**3. Key Personnel.** This section may contain small biographies of the key personnel. The Offeror must present four personnel that it designates as key personnel. The offeror must explain how the skills, interpersonal skills, experience, and education of the individuals will help the offeror implement the activities, accomplish the results, and meet the indicator targets proposed in the PWS and the draft PMP. As an annex to the technical proposal, offerors must provide resumes for all proposed key personnel. Resumes for non-key personnel shall not be submitted. There is no page limit on the submitted resumes. Offerors must provide five references for each of the key personnel. The reference must include:

1. a description of the project on which the person worked;
2. a description of the relationship of the person providing the reference to key person;
3. an email address; and
4. a telephone number.

The offeror must include as part of its proposal a statement signed by all individuals 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.

**4. Quality Assurance Surveillance Plan.** Pursuant to FAR 46.401, Offerors must include a Quality Assurance Surveillance Plan (QASP) comprising the elements described below per the FAR. The QASP should effectively describe how the contractor’s progress and performance against the PWS will be monitored and measured.

(a) Government contract quality assurance shall be performed at such times (including any stage of manufacture or performance of services) and places (including subcontractors’ plants) as may be necessary to determine that the supplies or services conform to contract requirements. Quality assurance surveillance plans should be prepared in conjunction with the preparation of the statement of work. The plans should specify—

- (1) All work requiring surveillance; and

(2) The method of surveillance.

**5. Alignment with the Country Development Cooperation Strategy (CDCS), PEPFAR OVC Guidance, and the PEPFAR OVC DRC Strategy**

The DRC is both at a crossroad and under the spotlight with a U.S. and United Nations Special Envoy focusing on bringing peace and security in the region. The essential remaining question is the commitment of the Government of DRC and its people to peace, security, and prosperity. This strategy is predicated on a positive engagement of the Congolese government and people on development goals.

Please tailor the PWS to align with the PEPFAR OVC Guidance, and the PEPFAR OVC DRC Strategy (See Technical Annex), as well as the CDCS, specifically Development Objective 2, Lives Improved through Coordinated Development Approaches in Select Regions, and its Intermediate Results. (See pages 38-39 of the CDCS for a summary pertaining to the Health Sector.)

**B. INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF THE COST PROPOSAL**

There is no page limitation on the Cost Proposal, except as otherwise stated below. Offerors must submit a summary cost proposal for a 60-month operating period (for example, October 1, 2013 - September 30, 2018). The following minimum cost breakdown should be provided: Salary and wages with detailed LOE, Fringe Benefits, Consultants, Travel, Transportation and Per Diem, Equipment and Supplies, Subcontracts Participant Training, Other Direct Cost Overhead, G&A, Material Overhead, and any other Indirect Costs. Provide a copy of the organization's NICRA if applicable. The budget must be supported by information in sufficient detail to allow a complete analysis of cost; specifically, a budget narrative must be included which discusses, by cost element, the basis of estimate for the budget line item. Offerors must propose costs that are realistic and reasonable for the work in accordance with their respective Technical Proposals. A template of preferred budget is attached.

The Cost/Business Proposal must contain the following components in the order set forth below:

**(a) Part 1 - Standard Form (SF) 33**

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

**(b) Part 2 - Proposed Costs**

(1) General

(i) The offeror must provide a complete budget, including the budgets for each subcontractor, by cost element utilizing the provided mandatory budget template which is included as an attachment to the FBO notice. **All formulas must be displayed and the budget must not be locked.** The offeror must propose costs that it believes are realistic and reasonable for the work in accordance with the offeror's technical approach. Mandatory Budget Template Link: [RFP Budget Template.xlsx](#) (also attached).

(ii) The offeror must provide a narrative discussing the different cost elements to adequately justify the total estimated cost. Any assumptions should be clearly stated. The information in the narrative should be in sufficient detail to allow a complete analysis. This should include a complete breakdown of cost elements associated with each line item and those costs associated with any proposed subcontract. The cost information must include the basis of each and every cost, (e.g., current salaries, vendor quotes, market

surveys, historical experience, etc.) including the fee. Under Other Direct Costs, international travel should be identified separately and broken down by destination, number of trips, and number of travelers. The amount of fixed fee proposed should include the rationale for the proposed amount.

(2) Indirect Cost Information

(i) The offeror must include a complete copy of its most current Negotiated Indirect Cost Rate Agreement (NICRA) or other documentation from its cognizant Government Audit Agency, if any, stating the most recent final indirect cost rates. The proposal must also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.

(ii) If the offeror does not have a NICRA, audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Contractor is a newly-formed organization), must be included in the proposal. The profit and loss statements should detail the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented with information on the offeror's customary indirect cost allocation method together with supporting computations of the basis for the indirect cost rate(s) proposed.

(iii) The indirect cost information requirements of (i) and (ii) above are required for each cost-reimbursement time and materials type subcontract.

(iv) The offeror must propose ceilings on their final indirect cost rates which will be included in Section B.6 at the time of contract award.

**(c) Part 3 – Past Performance**

Past performance must be evaluated according to Section M. USAID must be utilizing the Past Performance Information Retrieval System (PPIRS) as one method of obtaining and evaluating past performance. For contracts not in PPIRS, offerors must submit past performance information on all contracts above \$10,000,000 with a period of performance falling within the last three years which involve any of the services listed in Section C. For major subcontractors (those representing more than 10% of the total estimated cost), offerors must submit information on all contracts over \$1,000,000 with a period of performance falling within the last three years which involve any of the services listed in Section C. **THERE IS NO NEED TO SUBMIT INFORMATION ON ANY CONTRACT MEETING THE REQUIREMENTS ABOVE IF IT IS IN PPIRS ([www.ppirs.gov](http://www.ppirs.gov)).**

Offerors must use the "Past Performance Information Sheet" (included as an attachment to the FBO notice) to submit this information. **All applicable fields must be completed for each contract not in PPIRS.** If all of the applicable contracts are in PPIRS, please note this on the sheet. Offerors are advised to inform points of contact that they may be contacted by USAID and asked to provide information regarding performance. **Offerors without past performance described above are not prohibited from submitting proposals. Offerors without relevant past performance must be evaluated according to Section M.4 of this RFP. USAID welcomes and encourages potential new offerors to submit proposals.**

The Government reserves the right to verify the experience and past performance record of cited projects or other recent projects by reviewing the PPIRS, other performance reports, or to interview cited references or other persons knowledgeable of the offeror's performance on a particular project. The Government may check any or all cited references to verify supplied information and/or to assess reference satisfaction with performance. Offerors will be provided an opportunity to explain circumstances surrounding less than satisfactory performance reports if not previously provided the opportunity.

**(d) Part 4 - Evidence of Responsibility:**

**Limited to 3 pages**, the Offeror must submit sufficient evidence of responsibility for the contracting officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. However, in the case of a small business Offeror, the Contracting Officer will comply with FAR 19.6. The Offeror must address each element of responsibility below. To be determined responsible, a prospective Contractor must:

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

**(e) Part 5 - Letters of Commitment (Subcontractors):**

The Cost Proposal must include a letter, on Subcontractor letterhead, and signed by an authorized representative of each Subcontractor, which specifically indicates the Subcontractor's agreement to be included in the Offeror's proposed teaming arrangement. **USAID discourages the use of exclusive agreements as this limits USAID's, and GDRC's, ability to receive the best services.**

**(f) Part 6 – Portions of Section K not Available Online**

Offerors must submit those portions of Section K not available online in this section.

**(g) Part 7 – Branding and Marking Plan**

Offerors who are determined to be in the competitive range, or the apparent successful offeror should no competitive range be established, must submit a branding and marking plan which complies with Section D.3. **Offerors do not need to submit a branding and marking plan with their initial proposals.**

The successful bidder will be required to submit a branding and marking plan in accordance with the USAID Automated Directive System (ADS) 320 within 30 days of signing the award. See <http://www.usaid.gov/policy/ads/300/320.pdf> or details with particular attention to contracts.

**[END OF SECTION L]**

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1. GENERAL INFORMATION**

- (a) The Government may award a Contract without discussions with Offeror(s) in accordance with FAR 52.215-1.
- (b) Government intends to evaluate proposals in accordance with Section M of this RFP and award to the responsible Offeror(s) whose proposal best meets the need of the government at a reasonable price and offers the best value, considering both cost and non-cost factors.
- (c) The submitted technical information will be scored by a technical evaluation committee using the technical criteria shown below. The evaluation committee may include industry experts who are not employees of the Federal Government.
- (d) Weight of Technical vs. Cost Factors: For overall evaluation purposes of this RFP, technical factors other than cost, when combined, are considered more important than cost factors. If technical scores are determined to be nearly equal by the Contracting Officer, cost will become the determining factor.

### **M.2. TECHNICAL EVALUATION CRITERIA**

#### **Scored Criteria:**

Each technical proposal will be evaluated qualitatively with adjectival scorings in relation to the evaluation factors set forth in this solicitation.

The evaluation criteria as listed below will be evaluated in descending order of importance. Sub-criteria within each primary criterion will be evaluated equally.

- Performance Work Statement (PWS)
- Program Management Plan
  - Includes organizational chart, Draft Performance Monitoring Plan (PMP), Draft Work Plan
- Key Personnel
- Quality Assurance Plan
- Alignment with the Country Development Cooperation Strategy (CDCS), PEPFAR OVC Guidance, and the PEPFAR OVC DRC Strategy

#### **1. Performance Work Statement (PWS) Technical Understanding and Approach**

The extent of the offeror's understanding of and feasibility/ability to successfully perform the activities as described in the proposed Performance Work Statement, including:

- The proposal reflects a clear understanding of the development context in DRC and a clear understanding of the purpose of the activity.
- The proposal includes country assessments, including: epidemiological context; assessment of risk factors, gender issues and potential for program linkages.
- Use of appropriate technical strategies and methodologies, including: approaches to service delivery, plans for involvement of local partners, ability to collaborate across sectors.

- Ability of the Offeror to develop an in-country presence and ability to effectively manage efforts in-country, including: ongoing coordination with the USG in-country PEPFAR team; training and capacity-building plans; depth of organizational experience in managing relevant large-scale activities, including the ability to transparently manage contract involving collaborative efforts drawing upon the full range of available skills and experience of the applicant, and maintain clear and effective lines of communication between and among clients, technical, administrative, and logistical activity staff.
- The description of how the PWS will be accomplished is clear, practical, and results-oriented, and it adequately addresses all of the technical requirements specified by USAID/DRC in this SOO. Proposals with activities that reflect realistic, imaginative and innovative approaches to achieving the objectives are encouraged.
- The PWS proposed by the successful offeror will become Section C of the resultant contract.

## **2. Quality of Personnel**

Demonstrated ability to gain access to appropriate technical personnel, including: demonstrated technical experience and expert qualifications in all the programmatic areas outlined in the Performance Work Statement for headquarters, international and in-country staff. For more information on key personnel requirements, please refer to Section C.

## **3. Program Management Plan**

The soundness and completeness of the management plan and how well the plan describes the processes and approaches necessary to meet the project objectives, including the clarity and appropriateness of the **organizational chart, the quality of the PMP, and the quality of the draft year-one work plan**. The proposed work plan and timeline clearly describe how the activities will be conducted.

## **4. Quality Assurance Surveillance Plan (QASP)**

How well the QASP effectively monitors and measures the contractor's progress and performance against the PWS.

## **5. Alignment with the Country Development Cooperation Strategy (CDCS), PEPFAR OVC Guidance 2010-2014, and PEPFAR OVC DRC Strategy**

How well the proposal aligns and synergizes with the USAID/DRC CDCS, specifically Development Objective 2 (DO 2), Lives Improved through Coordinated Development Approaches in Select Regions, and its Intermediate Results, the PEPFAR OVC Guidance, and the PEPFAR OVC DRC Strategy (See Technical Annex).

### **M.3. OTHER EVALUATION CRITERIA**

#### **Non-Scored Criteria:**

##### **1. Past Performance**

ADS 302.3.6.3 Evaluation and Use of Contractor Past Performance and Integrity Information (CPII) states the following:

“FAR Subpart 15.3 states the requirements for COs to consider contractor past performance information in all source selections for negotiated competitive acquisitions expected to exceed the simplified acquisition threshold. FAR Subpart 9.1 prescribes policies, standards, and procedures for making responsibility determinations for prospective contractors and subcontractors. The Subpart requires COs to consider the information in Federal Awardee Performance and Integrity Information System (FAPIIS) and other past performance information (see Subpart 42.15) when making these determinations. The Agency policy and procedures for using CPII is provided in ADS 302mbh, Policy Guide for Assessment and Use of Contractor Performance and Integrity Information.”

Past performance must be evaluated (FAR 15.305(a)(2)). Past performance must not be scored and must be evaluated on a “Satisfactory/Unsatisfactory/Neutral” basis. A “Neutral score will be given to Offerors who have no record of relevant past performance, or who have a record of relevant past performance that is not extensive. Offerors determined to have unsatisfactory past performance must be ineligible for award.

The evaluation must focus on the following aspects:

- (i) Timeliness of performance, including adherence to contract schedules, timely delivery of short-term technical advisors, and effectiveness of home and field office management to make prompt decisions and ensure efficient operation of tasks;
- (ii) Cost control;
- (iii) Quality of products or services, including how cooperative and effective the Prime was in fixing problems;
- (iv) Customer satisfaction, including satisfactory business relationships, prompt and satisfactory correction of problems, and cooperative attitude in fixing problems;
- (v) Documented past success in implementing and achieving results in technical programs similar to those described in the SOO; and,
- (vi) Effectiveness of key personnel, including effectiveness and appropriateness of personnel for the job, and prompt and satisfactory changes in personnel or deliverables when problems were identified either by the Contractor.
- (vii) Prime offerors who are not small business concerns will be evaluated on their performance in using small business concerns as subcontractors, joint ventures, and in other teaming arrangement.

## **2. Cost Evaluation**

Evaluation points will not be awarded for cost. Cost will primarily be evaluated for realism and reasonableness and will be done in accordance with FAR 15.404-1. However, if technical scores are determined to be nearly equal by the Contracting Officer, cost will become the determining factor.

### **Price/Business Evaluation**

Proposed costs must be evaluated for reasonableness, allowability and allocability. This analysis is intended to determine: the degree to which the costs included in the cost/price proposal are fair and reasonable; and reasonableness of proposed labor rates, indirect cost rates and fee.

Anticipated type of contract: Cost-Plus-Fixed-Fee (Completion type).



#### **M.4. DETERMINATION OF COMPETITIVE RANGE**

The competitive range of offerors with whom discussions may be conducted (if necessary) will be determined by the contracting officer pursuant to FAR 15.306 (c).

Offerors are advised that, in accordance with FAR 52.215-1, if the contracting officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

#### **M.5. SOURCE SELECTION**

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 as set forth in this solicitation.

This procurement utilizes the tradeoff process set forth in FAR 15.101-1. The contracting officer must award the contract to the offeror whose proposal represents the best value to the U.S. Government. The contracting officer may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

**[END OF SECTION M]**

**ATTACHMENT 1: Technical Annex (See Section J)**

The following documents are attached:

- 1) PEPFAR OVC Guidance
- 2) 2010-2014 DRC National Plan of Action-OVC
- 3) 2014-2017 HIV National Strategic Plan
- 4) PEPFAR Strategy for OVC in DRC
- 5) ProVIC External Evaluation Report
- 6) PMTCT Acceleration Plan (2012)
- 7) DRC/PEPFAR Health Zone Strategy
- 8) USAID DRC Country Development Cooperation Strategy
- 9) RFP Budget Template (Excel)