



# USAID | UGANDA

FROM THE AMERICAN PEOPLE

|  |                                  |
|--|----------------------------------|
| Issuance Date:                             | November 23, 2012                |
| Deadline for Submission of Questions:      | December 14 2012                 |
| Anticipated date of response to Questions: | December 21, 2012                |
| Closing Date for submission of proposals:  | January 11, 2013                 |
| Closing Time for submission of proposals:  | 4.00 p.m. (EST) Washington, D.C. |
| Place of Performance:                      | Uganda                           |

**SUBJECT: Request for Proposal (RFP) Number SOL-617-12-000021:  
"USAID/Uganda Monitoring, Evaluation and Learning Program"**

Dear Sir/Madam:

The U.S. Agency for International Development (USAID), Uganda, is seeking proposals from qualified organizations interested in providing Monitoring, Evaluation and Learning support services. The purpose of this activity is to build capacity of USAID/Uganda to implement USAID's Collaborating, Learning, and Adapting methodology in order to strengthen the implementation of USAID/Uganda's Country Development Cooperation Strategy. By pursuing this, we hope to gradually shape USAID/Uganda into a learning, adaptive organization, making the Mission a more responsive, effective development agency.

This procurement shall be conducted under full and open competition, under which any type of organization (U.S. and non-U.S. commercial for profit firms, educational institutions, non-profit organizations) is eligible to compete. The procedures set forth in Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Part 15 shall apply.

USAID anticipates awarding one **Cost Plus Fixed Fee (CPFF)** type contract with a total estimated range of \$15,000,000 to \$17,500,000 for the entire program, to be implemented over a period of five years, subject to the availability of funds. The purpose of providing an estimated range for the contract is to help Offerors develop their proposals; Offerors should provide the lowest possible cost consummate with their technical approach.

Section **C** of this solicitation sets the activities required to be implemented, Section **K** – Representations, Certifications and Acknowledgements must be completed in full, Section **L** of the RFP sets forth the instructions for the preparation and submission of proposals and specifies the required contents of the proposals and Section **M** states the criteria by which proposals will be evaluated, and the award will be made.

USAID encourages the participation to the maximum extent possible of small business concerns, small disadvantaged business concerns, veteran owned small business, service-disabled veteran small business, HUB Zone small business and women-owned small business concerns in this activity as the prime contractor or as subcontractors in accordance with Part 19 of the FAR.

The RFP, once issued, and subsequent amendments thereto, can be downloaded from the Federal Business Opportunities ("FBO") web site. The Worldwide Web address is <https://www.fbo.gov>.

It is the responsibility of the recipient of this solicitation document to ensure that it has been received from the internet in its entirety and USAID bears no responsibility for data errors resulting from transmission or conversion processes. If substantive questions are received which affect the response to the solicitation, or if changes are made to the closing date and time, as well as other aspects of the RFP, this solicitation will be amended. Any amendments to this solicitation will be issued and posted on the FBO website. It is the contractor's responsibility to check the website periodically for official updates and amendments to the solicitation.

Offerors can register and use the Interested Vendor List (IVL) on the FBO page, so that firms can contact one another for consideration of teaming arrangements and/or small business subcontracting opportunities in response to this solicitation.

Pursuant to Block 12 of Standard Form 33 of this RFP, USAID requires that offers stay valid through July 30, 2013.

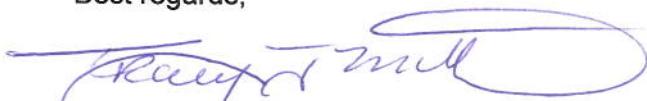
Offerors are encouraged to read the entire solicitation, which includes the closing date and time, all pertinent contract requirements, and the conditions and instructions required for submitting a proposal. Any questions concerning this RFP should be submitted in writing to [KampalaUSAIDSolicita@usaid.gov](mailto:KampalaUSAIDSolicita@usaid.gov), by **December 14, 2012**. Questions sent to any other e-mail address will not be answered. The e-mail transmitting the questions must reference the RFP number and title on the subject line of the e-mail.

Only electronic submissions will be accepted, at the following address: [KampalaUSAIDSolicita@USAID.gov](mailto:KampalaUSAIDSolicita@USAID.gov), to the attention of Fatumah Mutaasa, A&A Assistant and Tracy J. Miller, Agreement Officer. No other forms of submission will be accepted. Please note that the designated initial point of entry to the Government infrastructure for proposal submission is the USAID/Washington internet server.

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

Thank you for your interest in USAID/Uganda's Monitoring, Evaluation and Learning Program.

Best regards,



Tracy J. Miller  
Contracting Officer  
USAID/ Uganda

|                                      |  |   |  |   |       |                |       |
|--------------------------------------|--|---|--|---|-------|----------------|-------|
| <b>SOLICITATION, OFFER AND AWARD</b> |  | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)   |  | RATING  | N / A | PAGE OF        | PAGES |
|                                      |  |   |  |   |       | 1              | 114   |
| 2. CONTRACT NUMBER                   |  | 3. SOLICITATION NUMBER  |  | 4. TYPE OF SOLICITATION   |       | 5. DATE ISSUED |       |
|                                      |  | SOL-617-12-000021   |  | <input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) |       | SEE COVER PAGE |       |
| 6. REQUISITION/PURCHASE NUMBER       |  | 7. ISSUED BY  |  | 8. ADDRESS OFFER TO (If other than Item 7)  |       |                |       |
|                                      |  | ACQUISITION AND ASSISTANCE OFFICE<br>USAID /UGANDA<br>2190 KAMPALA PLACE<br>WASHINGTON DC 20521-219 |  | ACQUISITION AND ASSISTANCE OFFICE<br>USAID/UGANDA<br>PLOT 1577 GGABA ROAD<br>KAMPALA, UGANDA      |       |                |       |

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 hand carried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local (Kampala) time \_\_\_\_\_.

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

|                           |  |                        |  |                |                   |
|---------------------------|--|------------------------|--|----------------|-------------------|
| 10. FOR INFORMATION CALL: |  | A. NAME                | B. TELEPHONE (NO COLLECT CALLS)  |                | C. E-MAIL ADDRESS |
|                           |  | <b>Fatumah Mutaasa</b> | AREA CODE  | NUMBER         | EXT.              |
|                           |  |                        | <b>256-414</b>   | <b>306-001</b> | <b>6668</b>       |
|                           |  |                        | <a href="mailto:KampalaUSAIDSolicita@USAID.gov">KampalaUSAIDSolicita@USAID.gov</a> |                |                   |

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**OFFER (Must be fully completed by offeror)**

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

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

|   |   |                      |  |                   |
|---|---|----------------------|--|-------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT<br>(See Section I, Clause No. 52-232-8)   | 10 CALENDAR DAYS (%)  | 20 CALENDAR DAYS (%) | 30 CALENDAR DAYS (%)   | CALENDAR DAYS (%) |
| 14. ACKNOWLEDGEMENT OF AMENDMENTS<br>(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<br>(Type or print) |                   |
|   |   |                      |  |                   |
| 15B. TELEPHONE NUMBER   | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE |                      | 17. SIGNATURE  | 18. OFFER DATE    |
| AREA CODE   NUMBER   EXT.   |   |                      |  |                   |

**AWARD (To be completed by Government)**

|  |            |   |      |                |
|--|------------|---|------|----------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED  | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION  |      |                |
|  |            |   |      |                |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  |            | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN<br>(4 copies unless otherwise specified)                          | ITEM |                |
| <input type="checkbox"/> 10 U.S.C. 2304(a) ( ) <input checked="" type="checkbox"/> 41 U.S.C. 253(c) (1 ) |            |   |      |                |
| 24. ADMINISTERED BY (If other than Item 7)   | CODE       | 25. PAYMENT WILL BE MADE BY   |      | CODE           |
|  |            | USAID/Uganda<br>Financial Management Office<br>US Mission Compound, Plot 1577,Ggaba Road, Kampala, Uganda |      |                |
| 26. NAME OF CONTRACTING OFFICER (Type or print)  |            | 27. UNITED STATES OF AMERICA  |      | 28. AWARD DATE |
| TRACY J. MILLER<br><br>(Signature of Contracting Officer)  |            |   |      |                |

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 USAID/Uganda's Learning Contract is to provide monitoring, evaluation and learning support services and build capacity of USAID/Uganda to implement USAID's Collaborating, Learning, and Adapting methodology to strengthen the implementation of USAID/Uganda's Country Development Cooperation Strategy and enhance USAID's organizational effectiveness. By pursuing this, we hope to gradually shape USAID/Uganda into a learning, adaptive organization<sup>1</sup>, making the Mission a more responsive, effective development agency.

To establish the foundation to shape USAID/Uganda into learning and adaptive organization, the Monitoring, Evaluation and Learning program shall:

- Strengthen the monitoring, reporting and evaluation function to support USAID/Uganda and partner decision making mechanisms and learning;
- Improve organizational practices and capacity for learning and adaptation within USAID/Uganda's staff and business processes; and
- Deepen coordination, collaboration and synergy within the Mission and with other key stakeholders regarding programs interventions, M&E, and lessons learned.

#### **B.2 CONTRACT TYPE**

The Government contemplates award of a cost-plus-fixed-fee (CPFF) completion type contract resulting from this solicitation (FAR 16.306). For the consideration set forth below, the Contractor shall provide the results, deliverables or outputs described in Section C and F, in accordance with the performance standards specified in Section E.

#### **B.3 ESTIMATED COST, AND OBLIGATED AMOUNT**

- (a) The estimated cost for the performance of the work required hereunder, exclusive of fee(s), if any, is TBD.

The fixed fee, if any, is TBD. The estimated cost plus maximum 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 shall not exceed the aforesaid obligated amount.

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

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<sup>1</sup> The concept "learning organization" as referenced here draws on the rich field of Organizational Development, of which the work of Peter Senge is only one primary example. For some description of practices for cultivating learning within organization,, see Senge.P. (2006). "The Fifth Discipline. The Art and Practice of a Learning Organization".

**B.4 BUDGET**

| CLIN | Cost Elements                       | Total (Year 1-5) |
|------|-------------------------------------|------------------|
| 001  | Component 1                         |                  |
| 002  | Component 2                         |                  |
| 003  | Component 2 –Learning Opportunities | \$1,500,000      |
| 004  | Component 3                         |                  |
| 005  | Monitoring and Evaluation           |                  |
| 006  | Sub Contracts                       |                  |
| 007  | Other Direct Costs*                 |                  |
| 008  | Indirect Costs                      |                  |
|      | <b>Total Estimated Cost</b>         |                  |
| 009  | Fixed Fee                           |                  |
|      | <b>Total Cost plus Fixed Fee</b>    |                  |

(\*) These are costs that support the four areas and cannot be segregated for CLINS 001-005

**B.5 INDIRECT COSTS**

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

| <u>Description</u>     | <u>Rate</u> | <u>Base</u> | <u>Type</u> | <u>Period</u> |
|------------------------|-------------|-------------|-------------|---------------|
|                        |             | 1/          | 1/          | 1/            |
| 1/Base of Application: |             |             |             |               |
| Type of Rate:          |             |             |             |               |
| Period:                |             |             |             |               |
| Source:                |             |             |             |               |

- (1) The Government shall not be obligated to pay any additional amount shall 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 shall be reduced to conform to the lower rates.
- (2) This understanding shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance. Any changes in classifying or allocating indirect costs required the prior written approval of the Contracting Officer.



**B.6 COST REIMBURSABLE**

Allowable costs shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR clause 52.216-7, Allowable Cost and Payment, AIDAR clause 752.216-70, and AIDAR clause 752.7003, Documentation for Payment.

**B.7 PAYMENT OF FIXED FEE**

Payment of fixed fee will be done in accordance with FAR 52.216-8.

**[END OF SECTION B]**

## **SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **1.0 INTRODUCTION**

This Statement of Work (SOW) is designed to identify a uniquely qualified Contractor to implement a five-year contract for a new, Monitoring, Evaluating and Learning program in Uganda. This program is central to advancing USAID/Uganda's broader organizational learning and development policy effort called Collaborating, Learning, and Adapting (CLA), that is intended to create the conditions to enable USAID/Uganda to become a more adaptive, modern and effective development enterprise. Subject to the availability of funds, this five-year, \$17.5 million program will help to achieve that goal by broadly strengthening USAID/Uganda's monitoring and evaluation (M&E) capacities; improving USAID's staff and organizational practices and aptitudes for learning and adaptation; coordination and, collaboration within the Mission and with other key stakeholders.

USAID/Uganda's 2012-2017 Learning Contract shall provide a broad range of specialized technical assistance, training, experienced leadership, coaching and mentoring, and facilitation of organizational learning and adaptation initiatives. The Contractor shall work with USAID/Uganda staff, USAID implementing partners, and other key stakeholders like selected Government of Uganda representatives, and other development partners in Uganda, as well as USAID/Washington stakeholders.

### **2.0 BACKGROUND**

In the 2011-2015 Country Development Cooperation Strategy (CDCS), approved April 2011, USAID/Uganda outlined plans to design and employ a broad, multi-faceted Collaborating, Learning and Adapting (CLA) methodology. CLA's purpose is to create a living, operational strategy during the CDCS's five years, responsive to what USAID is learning during program implementation and changes in Uganda's operating environment. A leading, influential donor in Uganda, USAID/Uganda expects to program an estimated \$1 billion in foreign assistance in the areas of HIV/AIDS, social services, improved governance as well as economic development over the 2011-2015 period. With some exceptions, the majority of necessary designs to drive the strategy will have been completed before this Learning Contract is awarded. This Monitoring, Evaluation and Learning support program is expected to become USAID/Uganda's main program support vehicle for advancing Collaborating, Learning and Adapting (CLA). Broadly shepherded from USAID's Bureau for Policy, Planning and Learning, CLA is a methodology based on the understanding that development efforts can yield more effective results if they are coordinated and collaborative, test promising, new approaches in a continuous yet also rapid, targeted search for generating improvements and efficiencies, and build on what works and eliminate what doesn't. CLA creates the conditions for fostering broader development success by:

- facilitating collaboration internally and with external stakeholders to promote increasingly Ugandan-led socio-economic development;
- feeding new learning, innovations, and performance information back into the program strategy to inform program management, design, USG-GoU policy dialogues opportunities and funding allocations;
- Translating changing conditions, along the lines of the risks, assumptions and game changers identified in the CDCS, into strategic and programmatic adjustments.

Purposeful organizational learning and adaptation through USAID/Uganda's new five-year Learning Contract shall be the organizational program support vehicle through which USAID/Uganda will

pursue realizing its development objectives within the complicated and shifting Ugandan development context. Through this Learning Contract, USAID/Uganda expects to collaborate and learn with and from others about key dynamics within Uganda's development environment and how USAID can best "bend", adapt and influence Uganda's development trajectory<sup>2</sup>. USAID also expects, through the support of this program, to develop the capacity and organizational resolve to learn, adapt and enhance the influence of our program's development diplomacy during CDCS implementation as needed.

For the past eight years, USAID/Uganda has had contractors providing important performance monitoring, evaluation and capacity building services to the Mission through successive Monitoring and Evaluation Management Services projects (MEMS I and II<sup>3</sup>). The 2011 MEMS II evaluation revealed both the value and shortcomings of the current MEMS mechanism. This evaluation noted that while the Contractor was meeting the Agency requirements for M&E, busy Mission staff still placed little attention on M&E data and did not utilize the data for learning. Though recent modifications have been conducted to increase the range of reports including specific Presidential Initiative reports, alignment to the CDCS and others, the UMEMS evaluation judged that there are still promising opportunities to make the database more user-friendly and responsive to specific Mission, and possibly Agency reporting requirements, characterizing the current system as a "diamond in the rough". Furthermore, like many other USAID Missions, USAID/Uganda's M&E practices have been characterized by a focus on numerous USAID/W required standard indicators, tight annual planning and reporting periods, and often hurried bi-annual program portfolio reviews. Despite the efforts devoted to enhancing USAID/Uganda's M&E capacities, this did not ensure that USAID/Uganda staff were systematically tracking and utilizing these data for making informed judgments about program performance.

USAID's approach to program design is also often challenged by competing staff demands, insufficient consultation within and between Development Objective (DO) teams, sector-specific authorities, and external stakeholders. Background research and analyses appropriate for more solid project design, including USAID's capacity to reference and build upon other successful implementation experiences, are sometimes weak. Inadequate evidence and weak or muddled development hypotheses do not always justify, or explain how USAID/Uganda plans to manage, monitor and evaluate the proposed development intervention. Revised USAID project design guidance, released in December 2011, is now requiring a more thoughtful approach to project design than USAID has conducted in the past. USAID's Evaluation Policy has also recently become more robust including anticipating evaluation during design as much as possible and improved rigor.

Another factor hindering USAID/Uganda's capacity for monitoring, evaluating and learning is that USAID staff are not especially skilled, experienced or encouraged in deliberately asking "how" and "why" questions regarding M&E. data. To fully embrace more effective monitoring, evaluation and learning, it shall also be important to examine USAID's social, cultural and organizational factors that may well inhibit more candid questioning, knowledge sharing, and decision-making. Through a wide range of measures, staff need to learn how to adopt both an appreciative inquiry approach coupled with embracing enhanced accountability and analysis, soliciting non-USAID actors' perspectives, learning, and problem solving within staff teams.

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<sup>2</sup> USAID increasingly has interest in developing greater outcome mapping capacity whereby, as a key donor, USAID can better understand how key project interventions, and staff interactions with influential Ugandan authorities should create higher outcome level benefits than is currently the case.

<sup>3</sup> MEMS II is also referred to as Uganda Monitoring and Evaluation Management Services (UMEMS)

Beyond this program providing USAID/Uganda essential data management and reporting support capacity, it shall also establish effective practices, systems and networks that more effectively engage USAID/Uganda's different development stakeholders to create a more conducive environment for exchange, learning and adapting. Key Monitoring, Evaluation and Learning personnel, provided by this contract, shall need to have the professional credentials to offer the experience, trust and talent necessary to empathize with the challenges USAID/Uganda and Implementing Partner staff face in managing competing demands while exploring and cultivating more skillful habits of mind and behaviors for cultivating strategic thinking and learning among staff.

In summary, the key problems that this program is designed to address is that the Mission lacks, on the one hand, sufficient staff "horsepower" to develop and *demonstrate* stronger monitoring, reporting and evaluation capacity as well as collaborating and learning, and, on the other hand, does not yet have some of the specialized expertise, including staff capacity, practice and 'conversational habits' to hold more insightful discussion and deepen USAID/Uganda's approach to pursuing M&E, collaborating and learning efforts. .

### 3.0 OBJECTIVE

The purpose of USAID/Uganda's Learning Contract is to provide monitoring, evaluation and learning support services and build capacity of USAID/Uganda to implement USAID's Collaborating, Learning, and Adapting methodology to strengthen the implementation of USAID/Uganda's Country Development Cooperation Strategy and enhance USAID's organizational effectiveness. By pursuing this, we hope to gradually shape USAID/Uganda into a learning, adaptive organization<sup>4</sup>, making the Mission a more responsive, effective development agency.

To establish the foundation to shape USAID/Uganda into more of a learning, adaptive development agency, the Monitoring, Evaluation and Learning program shall:

- Strengthen the monitoring, reporting and evaluation function to support USAID/Uganda and partner decision making mechanisms and learning;
- Improve organizational practices and capacity for learning and adaptation within USAID/Uganda's staff and business processes; and
- Deepen coordination, collaboration and synergy within the Mission and with other key stakeholders regarding programs interventions, M&E, and lessons learned.

The Monitoring, Evaluation and Learning program shall provide technical assistance, mentoring, training and capacity building to the Mission and implementing partners' staff to strengthen systems and practices in M&E, learning and adaptation. Importantly, the contract shall also facilitate the development of professional relationships and network building with relevant stakeholders including local experts, thought leaders and key Ugandan and regional institutions to create meaningful, productive networks and coalitions around particular bodies of specialized development knowledge to enhance both USAID and, to some extent, other stakeholders' development interventions.

As appropriate, this Monitoring, Evaluation and Learning program, or simply "the Learning Contract", should also serve as a vehicle for operationalizing the flagship USAID Forward reform initiative. This includes operationalizing USAID/Uganda's commitment to strengthen monitoring and evaluation and advance science and technology, through enhanced data application and analysis.

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<sup>4</sup> The concept "learning organization" as referenced here draws on the rich field of Organizational Development, of which the work of Peter Senge is only one primary example. For some description of practices for cultivating learning within organization,, see Senge.P. (2006). "The Fifth Discipline. The Art and Practice of a Learning Organization".

Implementation and Procurement Reform (IPR), which emphasizes USAID's developing the capacity of qualified, reputable local and regional M&E-oriented partners is another feature the Learning Contract should strive to demonstrate.

The Learning Contract is designed to support the strategic intent of USAID/Uganda's Country Development and Cooperation Strategy (CDCS) core development objectives. These include: Economic growth from agriculture and the natural resource base increased in selected areas and population groups; Democracy and governance systems strengthened and made more accountable; Improving health and nutrition status in focus areas and population groups; and Peace and security improved in Karamoja, and meeting specific reporting requirements, cited in attachment J.1. Beyond improving USAID's management of monitoring and reporting, explained in attachment J.2 and J.3, earnestly investigating the key development hypotheses underlying the CDCS development objectives, learning and adaptation for subsequent program designs and enhancing USAID's donor reputation are also key aspired outcomes.

#### **4.0 SCOPE**

Improving USAID/Uganda's organizational monitoring, evaluation and learning practices, through this statement of work will be the Mission's primary approach for ensuring that the CDCS remains relevant over the course of implementation. This program therefore has been designed to address and solve several constraints, which will help USAID/Uganda to integrate learning across the program cycle, investigate and address key questions about what works, what doesn't and why, and catalyze learning with USAID/Uganda as well as among implementing partners and local Ugandan entities towards achievement of an effective, country-led development agenda in Uganda. While some early identification is possible, all of USAID/Uganda's learning, strategic adaptation and organizational development needs and opportunities cannot be foreseen today for the entire program's period. The program shall address three result areas i.e.

- Strengthened monitoring, reporting and evaluation (M&E) function;
- Improved organizational practices and business processes and increased USAID/ Uganda staff capacity for learning and adaptation; and
- Strengthened coordination, collaboration and synergy within the Mission and with other key stakeholders regarding programs interventions, M&E, and lessons learned.

#### **5.0 DETAILED TECHNICAL REQUIREMENTS**

##### **5.1.1 Component 1: Strengthened Monitoring and Evaluation Function (45%)**

Effective M&E systems are a prerequisite for sound program performance management, informed decision making and optimal resource allocation. Agency guidelines and standards on the key components of the M&E system are defined in USAID's Automated Directive System for Missions to follow, adapt and implement. The Monitoring, Evaluation and Learning program shall support the Mission in establishing systems to meet these standards including providing specialized support to the implementation of the Presidential Malaria Initiative and the Feed the Future M&E plans and strategies to meet monitoring, evaluation and reporting requirements.

Core support shall be provided in the development and implementation of quality Performance Management Plans (PMPs) for both the Mission and IPs, conduct data quality assessments and organize data collection efforts in response to the Mission's information demands. This support shall also include collecting, tracking and analyzing changes in Uganda's development context to

inform USAID management decisions by tracking selected context indicators, game changers and programming assumptions<sup>5</sup>. The Contractor shall also provide timely, quality and informative analytical products and reports in response to routine data calls coming from within USAID/Uganda for reporting purposes, portfolio reviews, planning and design events and government/development partner forums.

Any USAID/Uganda M&E reporting system evolution shall also be enhanced through the introduction of enhanced methodological rigor. This contract's resources shall therefore also be needed to design and execute certain baseline surveys and other types of data collection efforts to respond to Mission's information demands. While most of the CDCS's designs will have already been awarded, the Contractor may be asked to periodically support project design activities (e.g., incorporating logical frameworks, systems theory, cost-benefit analyses, provide research findings and 'best practices' from differing or comparable program approaches, findings from social and institutional analyses when appropriate) and support USAID's interest in developing and utilizing enhanced GIS applications<sup>6</sup>. Such contributions shall enable USAID/Uganda to build a stronger, valid, evidence-oriented base of programming experiences, enabling USAID to better direct interventions and account for improved outcomes. The Contractor will not be restricted from participating in future solicitations unless it is deemed that the contractor has an organizational conflict of interest (OCI) which at this time cannot be determined. USAID/Uganda will treat any issues arising from potential Organizational Conflict of Interest on a case-by-case.

The Learning Contractor shall provide evaluation assistance in the design and management of required evaluations as defined in USAID Evaluation Policy 2011. Improved evaluation capacity shall be developed through quality designs backed by sound methodologies, engagement of relevant stakeholders, and independence on the part of evaluators to ensure that the studies meet the agency's quality requirements and demands of learning and accountability. The CDCS sets out tentative development hypotheses that need to be reviewed, as well as possibly refined and tested, and thus will require the design and execution of periodic evaluations and studies. The contractor shall conduct performance evaluations, 'proof of concept' studies and other applied, practical research exercises to help the Mission identify promising, integrated and replicable approaches. USAID/Uganda has already designed four impact evaluations that are in various stages of procurement. While separate Contractors will carry out these impact evaluations, this program's Contractor shall provide the Mission additional support in reviewing and analysing the findings from these evaluations, including those conducted by other key development actors who are working on specific areas of development interest to USAID/Uganda.

Beyond the Agency guidelines for having effective monitoring and evaluation and meeting IT systems requirements, effective management of foreign assistance increasingly requires managers and policy makers to use enhanced data visualization and smart information management techniques. These can be invaluable to analyze voluminous information flows, make ideas more engaging by data becoming more contextually meaningful for making more informed decisions. USAID/Uganda, therefore, requires additional, specialized support to establish, operate and gradually augment the current Performance Reporting System to ensure that it provides USAID/Uganda staff the required information, emerging understandings, lessons and insight that shall guide more informed, strategic decision making. The Mission has expressed interest in having

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<sup>5</sup> "Game changers" are three major trends in Uganda that will affect all of our interventions: youth, population growth, and oil. Since the CDCS was written in December 2010, some of the assumptions regarding the implementation environment may need to be updated. Collecting USAID's current set of programming assumptions could figure as part of conducting an organizational baseline activity for this program.

<sup>6</sup> Based on the findings of the initial organizational M&E systems assessment defined in section I.2, the Contractor will recommend to the Mission on the best approach for management for the GIS system.

a performance reporting system that has stronger data manipulation and presentation features as well as potential compatibility (i.e., data interface) with other emerging Ugandan data management systems responsible for tracking Uganda's development progress.

The Contractor shall pursue one of three types of performance reporting system (PRS) solutions. Either an upgraded PRS with the interface, users' needs and data manipulation features as described, the design and insertion of a new system, or eventual adoption of enterprise-based solution, such as AID Tracker, under development by the Agency. USAID/Uganda reserves the right to award a separate contract for any substantive IT work, if necessary. In collaboration with USAID's Information Office, the Mission—in collaboration with this prime Contractor shall initiate the mandatory independent validation and verification<sup>7</sup> to examine the cost effectiveness and efficiency of any planned modifications and enhancements to the current reporting system. Whatever eventual system is adopted, the Contractor shall be expected to develop the knowledge and experience to use the system effectively, provide training to Mission staff and IPs and suggest the production of more useful reports, analytical products using the system to support learning.

**Expected Result 1:** Improved and expanded Monitoring & Evaluation function to support USAID/Uganda 's (and implementing partners') reporting, decision making and learning.

**Intended outcomes<sup>8</sup>:**

- A monitoring and evaluation system<sup>9</sup> that is able to meet the Agency's requirements, USAID/Uganda's interests and IP's planning, reporting, learning and decision making needs.
- Dynamic and interactive web based performance reporting system with the ability to generate analysis, synthesized reports and collect, analyze and present specific data on USAID, including Feed the Future reporting requirements and partner priorities.

**Illustrative Activities:**

- Provide technical assistance to the Mission and implementing partner organizations in setting up and operating efficient monitoring and evaluation systems.
- Build capacity of Mission staff and IPs in data collection, use, and analysis
- Support USAID's capacity for pursuing evidence based program designs.
- Operate, and enhance as necessary, respecting ADS 547 requirements, the current web based partners reporting system to become an enhanced, increasingly AOR/COR-oriented and dynamic Performance Management System that can address USAID/Uganda's priority information.
- Improve dissemination of findings and interpretation of results from activity monitoring, or key evaluations findings.

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<sup>7</sup> ADS 548

<sup>8</sup> Not all outcomes for all results areas may be within the contractor's manageable interest. Many actors, including Mission management and other IPs, will influence the achievement of some of these outcomes.

<sup>9</sup> USAID performance management system which is what the Agency calls its primary M&E system is defined as the systematic process of monitoring the achievements of program operations; collecting and analyzing performance information to track progress toward planned results; using performance information and evaluations to influence DO decision-making and resource allocation; and communicating results achieved, or not attained, to advance organizational learning and tell the Agency's story. (ADS 203.3.3)

### 5.1.2 Component 2: Improved Learning and Adaptation (30%)

Building on Component One, which is primarily a set of activities that have been conducted for a number of years under the MEMS contracts; Component Two directly involves addressing USAID/Uganda's internal practices, attitudes, and openness to promoting learning, change and adaptation.

The contractor shall propose a wide range of methods for broadening staff responsibility for more effectively executing USAID/Uganda's CDCS and pursuing organizational collaboration, learning and adaptive management among an increasingly expanding set of USAID and key partner leader staff. It will be important for the Contractor to assist core USAID leadership staff to communicate a consistent message and develop appropriate incentives to advance learning and organizational development beyond the current handful of "CLA champions" in USAID/Uganda. Conducting certain types of analyses of organizational culture and time management studies will illuminate opportunities for making advances under this component and provide a baseline for tracking organizational learning and change.

One primary activity here shall be to develop and advance USAID/Uganda's learning agenda to guide program interventions. Coming from USAID/Uganda's three DO teams, these learning agendas are expected to be composed of key questions and critical knowledge gaps or 'lines of investigation' that need to be addressed to inform DO-specific program and project design, indicator choices, target setting, studies and potential future adjustments in program/project implementation. These agendas shall inform the Learning Contract's-directed rapid appraisals, evaluations and other development and organizational learning practices which the Mission team will further refine as programs roll out. Implementation of this component must remain flexible to meet the Mission's evolving learning needs to accommodate emerging questions and areas of interest. Such emerging areas may be driven by changes in key Mission personnel, interest in certain staff's development opportunities, new policies, directives from Washington, unexpected budget changes, as well as changes in Uganda's operating environment.

Another feature of the learning component shall be consultations with implementing partners and other USAID stakeholders to better understand the design, causal pathways and implementation conditions underlying promising program results. These consultations would focus on providing a learning environment to address program implementation findings and foster 'reflective practitioner' conversations to 'make meaning' and provide the basis for continuously improving program implementation. Given USAID's staff's and partners' already busy commitments, the key role of the Contractor here shall be to serve as a facilitative actor and employ a "light-touch" approach to model the way forward, catalyze, coach and guide partners, as well as USAID staff, in their own monitoring, evaluation and learning efforts.

The Contractor(s) shall also work with USAID/Uganda and other informed parties to establish Advisory Councils<sup>10</sup> that will periodically, upon request, provide informed advice and constructive suggestions to USAID technical specialists on program performance. Having a strong understanding of the context of developments and trends in Uganda as well as an appreciation of international practices and learning from other potential applications, these Councils are referred to in the Mission's PMP as a "data source" for, particularly, some difficult to measure programs in USAID's governance, democracy and conflict sector. These Councils shall be composed of knowledge experts drawn from the academia, civil society, private sector and government and others to provide periodic analytical services and advice to USAID/Uganda on overall program

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<sup>10</sup> A retainer arrangement may be most appropriate



strategy and specific thematic issues. They shall be convened around thematic areas, such as Gender, Governance and or Conflict, Agricultural and Energy Technology, and Nutrition and other emerging areas as they are identified.

The Contractor shall work with USAID/Uganda to design and propose a whole-system approach to conducting an organizational assessment for USAID/Uganda and advancing this Component<sup>11</sup>. The assessment shall recommend a broad, long-term organizational learning and development plan that would support USAID/Uganda's adopting features for promoting a learning and adaptive business culture.

**Learning Opportunities:** A minimum of \$1.5 million over the life of this program shall be devoted towards activities to respond to unanticipated emerging learning issues including those that may come from the assessment and any other partnership, training and learning opportunities that may arise during the course of the Contract

To meet the many needs and areas of interest and opportunity associated with this extensive learning component, the Contractor shall utilize individuals, firms, academic and research institutions and other organizations with the requisite capacity and particular expertise to provide a wide range of specialized services associated with promoting organizational learning and development.

**Expected Result 2:** Improved organizational practices and business processes and increased USAID/ Uganda staff capacity for learning and adapting.

**Intended Outcomes:**

- USAID/Uganda develops practices, processes, guidelines and policies that support monitoring, evaluation, learning and adaptation.
- Capacity, tools and techniques for enhanced analysis, learning and adapting are developed, practiced and institutionalized among USAID/Uganda work teams.
- Maps, websites or other ready references of specialists, organizations and other key institutions and associated staff that can provide expert advice are developed.

**Illustrative Activities**

- Facilitate the development and implementation of USAID/Uganda's organizational and technical learning agenda.
- Support PPD and other offices to align Mission policies, practices and processes with learning and adaptation.
- Organize learning platforms and activities to facilitate knowledge sharing, in response to meeting USAID's CLA agenda.
- Document and make available in useful form analytic results, studies and evaluation reports, meeting notes, decisions made and follow up from learning engagements.

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<sup>11</sup> The Contractor is expected to provide a promising methodology for USAID's understanding and strengthening learning, leadership and program management styles, time and meeting management and other practices.

### 5.1.3 Component 3: Strengthened coordination, collaboration and synergy (15%)

While organizational learning and development are intrinsically internal challenges to USAID, positioning and cultivating USAID's development interests, and sharing learning with others is a third key component. Increasing coordination efforts within USAID, among implementing partners, USAID/Washington, particularly centrally-funded projects, other donors, USG agencies and GoU<sup>12</sup> should help to reduce duplication of efforts, working at cross purposes, and provide a focal point to better coordinate efforts to achieve the CDCS' development objectives. Enhanced communication and coordination will be supported by this program's facilitating stronger collaborative relationships between USAID, key donors and other actors engaged in high priority activities. Effective coordination and collaboration with other stakeholders, including local authorities, certain NGOs and other actors who can bring forth new ideas, provide feedback on USAID programs, and share knowledge, can lead to leveraging the experiences and resources of these other actors, increasing USAID's efficiency and effectiveness in achieving development results.

Under USAID Forward, USAID/Uganda is developing a stronger appreciation of the talents and perspectives that local Ugandan academic and research bodies, such as Makerere University's Institute for Social Research, or other, even regional "think tanks", such as Advocates Coalition for Development and Environment (ACODE), Makerere's Economic Policy Research Center (EPRC), the Grameen Foundation and other especially reputable NGOs operating in Uganda. Several of these could serve as examples of excellent collaborating and learning partners for USAID. Well-known, regional organizational consulting entities, with proven track records for enhancing organizational management, learning and performance, should also be considered. It shall be important for the Contractor to explore and establish working relations with such other national or regional organizations which could also serve as effective Learning contract program partners.

Respective to relations with the GoU and other donors, USAID staffers already serve as members of various development partner committees under different sectors, such as; the Local Development Partner Group (umbrella group of donors), water and sanitation, health, HIV/AIDS, democracy and governance, gender, as well as the Northern Uganda Recovery and Development working group. Even though USAID staff attend such meetings, it is difficult for others to learn about and keep better abreast of various committees' deliberations and how these could influence USAID's programming considerations.

Building upon those with whom USAID may already be familiar, the Contractor shall establish a network of key stakeholders and organize periodic, appropriate opportunities for USAID to interact with them, based on increasing CDCS implementation and evidence-based experience,

**Expected Result 3:** Strengthened coordination, collaboration and synergy within the Mission and with other key stakeholders regarding programs interventions, M&E, and lessons learned.

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<sup>12</sup> The Government of Uganda's Office of the Prime Minister has also established a National Policy on Monitoring and Evaluation, a still nascent entity that is seeking methods to increase GoU's own capacity to monitor and evaluate important, public sector interventions. While USAID is not yet a party to this body, this participation of this body (or another, such as the GoU Sector or Technical Evaluation Working Group) on certain USAID evaluations could be an effective opportunity for enhanced GoU collaboration. In addition, USAID holds program portfolio reviews with the Ministry of Finance, Planning and Development, and USAID technical offices are all involved with inter-donor and GoU coordination bodies.

## Intended Outcomes:

- Working relations established and strengthened between USAID/Uganda and centrally-funded USAID projects, such as TRAction: Translating Research into Action, or external institutions such as Uganda's U.N. Millennium Development Project, IFPRI or the Gates Foundation that are also directed at supporting applied research for testing and comparing approaches to more effectively develop health, governance, energy, or economic development interventions.
- Working relations established and strengthened, as appropriate, between USAID/Uganda and other donors, local NGOs, and GOU.
- In collaboration with USAID/Uganda's Feed the Future team, ensure that Feed the Future program developments and lessons learned, particularly in collaboration with the Bureau for Food Security's FEEDBACK mechanism, are tracked and shared among USAID Missions and other interagency, USAID partners, and GOU actors.
- Several academic articles for publication in development and organizational learning journals are produced and presented at key learning forums
- USAID/Uganda's ability to leverage and influence other actors' resources and development interventions is extended

## Illustrative Activities

- Foster contacts with other USAID Missions that share important program portfolios, such as FTF in Ghana, Rwanda, or Kenya or those advancing similar programs to promote inter-Mission learning
- Conduct an institutional landscape inventory of organizations and specialized individuals that could offer insight and expertise to USAID/Uganda's CDCS.
- Demonstrate how USAID can use the quarterly District Operational Planning engagements as a laboratory for fostering increased aid effectiveness and coordination.
- Assist USAID in establishing practical, valuable technical and strategic relationships with GOU counterparts and Uganda's local social science community.
- Assist DO teams and USAID in seeking opportunities for advancing USG/USAID institutional influence through more focused, inter-agency diplomatic and policy reform initiatives.

## 5.2 Fast and Flexible Response

The Learning Contract has been designed to provide USAID/Uganda the augmented capacity and increasingly experienced 'know how' to provide responses to urgent information needs and requests from the Mission and USAID's Implementing Partners. The eventual development of more interactive, nimbler and adaptive annual work planning and reporting cycles is also aspired as one key dividend of pursuing this initiative. Through meetings with USAID's Monitoring, Evaluation and Learning Management Committee, and regular contractor staff interaction and participation in USAID/Uganda's team meetings, the Contractor shall demonstrate a detailed appreciation of USAID's challenges to pursue nimbler data management, learning and reporting practices and help USAID teams' access pertinent information. Periodically using professionally promising students, be they Ugandan or from other favored academic institutions, for conducting certain activities, such as rapid field studies or beneficiary assessments, could be one innovative, cost-effective method for meeting competing human resources needs. Sub-contracting and other means of virtual assistance could also be used to enable the Contractor's providing timely information management responses.

### **5.3 Environmental Considerations**

All USAID funded activities shall comply with CFR 216. Given that this Monitoring, Evaluation and Learning program will support all DO activities, it is covered by the three DO blanket Initial Environmental Examinations (IEEs). The Contractor shall be providing non-environmentally threatening technical assistance, training, evaluations and other research, database development, and facilitation of learning events for the USAID Mission staff, implementing partners and other key stakeholders. All these activities are covered under the categorical exclusion determination of USAID/Uganda's DO1, DO2 and DO3 Initial Environmental Examinations (IEEs).

### **5.4 Geographic Focus**

Given that this contract supports USAID/Uganda's overall country strategy, geographic focusing of interventions is not necessary. However, USAID/Uganda is placing considerable strategic attention on having 19 Mission Focus districts for pursuing integrated, coordinated programming and developing District Operational Plans with such districts. One feature of this program shall be to provide USAID assistance in the analysis and review of performance, outcomes and impacts that should test and determine the developmental effects of USAID's interventions in the different geographic areas, i.e. regions, districts, Mission focus districts, DO focus districts and zones of influence as defined by the Mission. One consequence of this shall be the importance of having and using information that is collected and disaggregated to the various geographic regions, districts and zones of influence. Likewise the Learning Contract's collaborating with USAID's GIS efforts shall enable USAID/Uganda to review trends and patterns and understand inter-program sector relationships geo-spatially.

### **5.5 Public Private Partnerships**

Diversifying USAID/Uganda's partnerships for program implementation is one strategic priority. In line with USAID Forward reforms that promote greater Government to Government and strengthening local partnerships, the Contractor shall work with government institutions and local experts from the academia, private and civil society to explore promising, workable approaches and strategies for achieving mutual development objectives, build bodies of monitoring, evaluation and development knowledge around selected technical programmatic areas and facilitate interactions that review these results and provide knowledge to inform strategic decision making, including Ugandan development policies. Through such partnerships, USAID expects to attract and leverage information, financial, technical and specialized resources, and particularly the Government's interest to increase private investment in health and agriculture as well as enhance the GoU's own M&E capacities.

## **6.0 CONTRACT ADMINISTRATION**

USAID/Uganda encourages the Contractor to use local or regional experts and subcontractors as much as possible. USAID/Uganda may use other field support mechanisms and locally-procured contracts outside this Learning Contract to deliver on specific definite tasks like studies, impact evaluations, surveys, certain trainings and performance tracking where there is need for more specialized, quick turnaround assistance. USAID/Uganda's Policy and Program Development office will manage the Learning Contract and will play a primary role in coordinating the administration of these different interventions and instruments. It is envisioned that the contract shall require and draw upon a broad range of specializations to deliver certain services and achieve the expected results.

## **7.0 MONITORING, EVALUATION AND CLA (10%)**

### **7.1 Monitoring and Evaluation**

While acknowledging the difficulty in establishing methods to capture fully the results and impact of investing in learning, in coordination with a tentative, multi-year work plan, the prime Learning Contractor shall develop an appropriate Performance Management Plan (PMP) that proposes a set of indicators that are associated with the program's three components. Given the phased, inter-dependent nature of the Monitoring, Evaluation and Learning program, the PMP may evolve to respond to USAID/Uganda's organizational capacity for enhanced monitoring and reporting, opportunities for learning and collaboration, and emerging demands. The Contractor, amongst other methods, shall consider the use of outcome mapping, social network analyses and other comprehensive approaches to understanding USAID's staff and organizational development challenges to further define the Learning Contract's program's Results Framework, systems and behavioral enhancements expected from this intervention under Component Two.

The PMP shall meet the following criteria:

- Define specific performance indicators for the different levels of results defined in the program's performance plan. Illustrative indicators have been provided for consideration in this Statement of Work but the Contractor is encouraged to propose additional indicators (including qualitative) reflective of improved M&E systems and performance, enhanced organizational collaboration and learning capacity and development effectiveness for measurement of the anticipated changes.
- Present baseline values, annual targets and end of program targets for each of the three Learning program components for the proposed performance indicators. These values and targets should also be informed by the initial organizational diagnostics and studies.
- Data collection methods; the plan should cite data collection methods and frequency of data collection for each indicator. The Contractor should consider the use of innovative methods and qualitative techniques like most significant change, satisfaction surveys, data visualization, social network analyses, or knowledge audits that can best capture the types of system-wide information about reporting, learning and collaborating for enhancing USAID/Uganda performance. This plan should also include provisions for independent reviews, evaluations and special studies related to the Learning Contract's implementation performance and impact. Note that this does not include particular project or activity evaluations and studies conducted on behalf of USAID or the IPs.
- Demonstrate how performance information could be most usefully shared with key USAID/Uganda stakeholders, particularly USAID/Washington which is especially interested in

how USAID/Uganda believes it can use an organizational support and learning program to enhance internal USAID program implementation and strategic decision-making capacities.

The PMP shall serve as a road map with discrete landmarks, which will enable USAID management to establish how well the Monitoring, Evaluation and Learning program is on track to achieve the anticipated short-term, medium-term and long-term results and what remedial actions could be taken. The PMP shall guide development of complementary tools that facilitate the following processes:

- Tracking progress in achieving outputs, results and reporting performance, including USAID's organizational responsiveness and leadership commitment to support interventions honestly and openly, even when results are not what were expected.
- Involving stakeholders (including implementing partners, Learning Contract advisors and institutions) in assessing the quality, timeliness, and effectiveness of outputs.
- Assessing the reliability and quality of performance measures and correcting weaknesses when these are found.
- Questioning the underlying causal linkages between key Learning Contract's activities and results and conducting evaluations and research that can identify ways to strengthen that link.
- Learning from both successes and failures.

## **7.2 Collaboration, Learning and Adapting**

Being a pilot activity within Uganda and in the Agency, there will be need for this program itself to propose *a core theory of change, learning and development for USAID/Uganda*, proposing a capacity development and learning agenda to determine what types of support and interventions are working or not and the practicality of advancing these. Through means that shall be proposed by the Contractor, this program's research and learning agenda will be undertaken to address key questions like:

- What are the most effective types of monitoring, reporting, learning and collaborating interventions for promoting more adaptive program management and why?
- How is the Learning Contract's approach to enhanced monitoring and reporting, leadership and staff development contributing to achievement of the CDCS goals, objectives?
- What is the most appropriate organizational structure, staff skills sets, systems and practices and other resources required for USAID/Uganda to become a more learning, more responsive and effective development agency?
- How might recognition and appreciation of beneficiaries, GoU counterparts, donors and other stakeholders of USAID programs also objectively increase during the CDCS' strategy period?
- How can local GoU authorities become empowered, influential partners for coordinating and benefiting from USAID/Uganda's interest in improving performance in the Mission's key focus districts?
- How has the effectiveness and actual use of M&E systems and quality of data produced improved during the program's implementation?
- To what extent can a public agency of more than 80 professional staff such as USAID/Uganda truly become a learning organization?

USAID may commission an independent evaluation mid-way into this program's contract to determine whether and how well the intended results are being realized and establish the way(s) in which USAID/Uganda's staff teams are benefitting from these interventions.

### **7.3 Sustainability**

To address sustainability, the Contractor shall

- Develop USAID/Uganda's institutional capacity for M&E, learning and adaptation through the creation, practice and development of policies, processes, attitudes and resources.
- Build relationships with regional and local Ugandan experts, academia and government
- Build capacity of local experts and firms in the provision of specialized services like research, evaluations, communication, and cost benefit / effectiveness analyses and contract management through sub-contracting.
- Engage multiple stakeholders including government, civil society, and academia in sharing best practices in development implementation as well as demonstrating various, promising aspects and techniques of CLA.

### **8.0 COORDINATION**

The contract will be managed through the Program Office by a selected Contracting Officer's Representative (COR) from the Program and Policy Development Office. A Monitoring, Evaluation and Learning management committee will be established to oversee this contract's performance. This committee composed of the M&E Specialist, the Mission's Learning Advisor, Project Development Officer, GIS Specialist and the technical teams' M&E specialists / focal points, will review plans, reports and specific products of the Contractor to ensure timeliness, quality and build greater Contractor, as well as Mission responsiveness.

The Contractor shall also, in conjunction with USAID, provide technical assistance to implementing partners, training to develop their own monitoring, evaluation and learning capacities. These interactions will be used to establish and utilize progressive M&E systems and integrate learning and adaptation within partners' activities. However, the Contractor shall not directly collect information or replace USAID partners' contractual obligations for M&E as these efforts still remain the responsibility of the implementing partner. Likewise, the Contractor is not there to monitor performance of USAID's IPs on behalf of the Mission. Monitoring IP performance remains the specific C/AOR's responsibility.

Finally, certain contractor representatives shall also periodically participate in the district management committees (DMCs) established under the District Operational Plans to serve as process observers, providing support, needed reporting and periodic analytical products during DMCs' anticipated quarterly meetings. .

#### **Program Beneficiaries**

The principal customers for this contract are USAID/Uganda's Front Office, the Policy and Program Development Office and the technical teams within USAID Uganda. Other beneficiaries are the implementing partners who will receive technical assistance and capacity building support from the Contractor as well as certain parties in USAID/Washington, particularly USAID Policy, Planning and Learning (PPL) Office, and Ugandan government representatives. PPL manages, among other duties, "ProgramNet", a website for USAID Program Office staff to share key information, including

learning from Missions<sup>13</sup>. In addition, the Contractor shall also provide services to other USAID partners and stakeholders from government, civil society, academic institution and private sector as they participate in specific learning forums, Evidence Summits, reviews and reflections and also access analytical reports and other studies produced.

## **9.0 PROGRAM MANAGEMENT AND PERSONNEL REQUIREMENTS**

### **9.1 Management and Relationships**

#### **Core Office**

The Contractor shall establish a modest office in Kampala, Uganda to provide necessary support for management and technical assistance activities. This core Learning Contract office shall provide all administrative and management support to the Contractor, including implementation of financial and accounting systems for procurement, arranging for and supporting in-country training, processing and hosting of key, short-term consultants, and provision of all travel and support for long- and short-term personnel. The Chief of Party shall provide oversight and supervision of the office and program staff.

#### **Headquarters Supervision and Support**

Any direct level of effort attributable to headquarters activities is expected to be focused primarily on that required for sourcing information, providing corporate technical expertise, and meeting information technology hardware and software requirements, including enhancing the performance, of the Performance Reporting System to support the field team.

#### **Relationships with USAID/Uganda**

The Contractor shall be responsible for ensuring achievement of all results, products and reports required under this Statement of Work. The Chief of Party shall be authorized to represent the Contractor in all matters pertaining to the execution of the Statement of Work. The Chief of Party shall serve as the Contractor Representative in Uganda and will be responsible for the activities of all long and short-term personnel.

The Chief of Party shall receive technical direction from the USAID/Uganda Contracting Officer's Representative (COR) or in the absence of the COR from the Mission's designated officer. During the Learning Contract's management meetings and the expanded team meetings, the Contractor shall interface with the relevant officers on coordinating the Learning Contract's assignment and work implementation issues. The Contractor shall keep the USAID/Uganda COR or designee informed about the results of such consultations.

#### **Relationship with other USAID Implementing Partners**

Ensuring that respective USAID activity and contract managers are aware of salient communication and reporting relationships, the Contractor shall work closely with key Ugandan and international partners of USAID to ensure that all activities are collaboratively programmed. The Contractor shall maintain close and collegial relations with key partners throughout the life of this program.

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<sup>13</sup> A number of USAID/Uganda planning and learning associated documents germane to the Monitoring, Evaluation and Learning program development consideration are posted on this Program Net website



## 9.2 Personnel Requirements

In order to deliver on the Monitoring, Evaluation and Learning Statement of Work, the Contractor shall provide appropriate personnel to reflect the program's key objectives, implementation period and expected results. The Contractor/Offeror may make provision for deploying certain, specialized experts, including short-term consultancies, to cover the three components of the program.

USAID Uganda has determined that a Chief of Party, an Organizational Learning and Knowledge Management Adviser and three Senior Monitoring and Evaluation Specialists shall serve as the key Monitoring, Evaluation and Learning program personnel. The Contractor shall establish key personnel presence in Uganda within thirty (30) days from the award date. Approval for all key and expatriate staff shall be sought from the Contracting Officer.

### a. Chief of Party

The Chief of Party shall be responsible for leading and managing the overall Monitoring, Evaluation and Learning program. The Chief of Party shall work closely with USAID/Uganda's Program Office, other Chief of Parties managing USAID projects and national level stakeholders such as the Office of the Prime Minister's National Monitoring and Evaluation Unit, Uganda Bureau of Statistics, the National Planning Authority and develop important professional relations with some of Uganda's most reputable social scientists and development professionals.

This position requires an experienced individual with;

- Demonstrated leadership, strategic thinking/planning, management, and presentation skills.
- Strong multi-cultural, inter-personal and supervision skills.
- Especially charismatic, professional credentials to be able to establish close, trustful relations for pursuing earnest organizational learning with, particularly USAID/Uganda's senior professional staff and leadership, including the Mission Director's Office.

The Chief of Party shall have:

- Considerable academic credentials and experience in organizational capacity development, knowledge management as well as managing group dynamics and high-performing teams
- Significant expertise in monitoring and evaluation.
- A minimum of 15 years of such stated experience, preferably a significant amount in international settings in planning, coordinating and driving complicated and demanding monitoring, evaluation and organizational learning, and capacity development efforts
- A minimum of a Master's degree in an appropriate inter-disciplinary area such as applied Social Sciences, Organizational Sciences such as Industrial/Applied Psychology, Development Economics, or Management and Evaluation.

### b) Other Key Personnel

Other proposed key personnel shall include three senior Monitoring and Evaluation Specialists and an Organizational Learning and Knowledge Management Adviser.

Senior Monitoring and Evaluation Specialists shall have:

- A minimum of a Master's Degree in development, economics, knowledge management or related fields
- A minimum of ten years of progressively responsible professional experience in monitoring and evaluation in the areas of Health, Democracy, Governance and Conflict, Economic and agricultural development.
- Excellent team work, inter-personal, communication, presentation and facilitation skills

The Organizational Learning and Knowledge Management Adviser shall have:

- A minimum of a Master's Degree or higher in one or more fields related to organizational learning or development assistance such as public, business or development administration, knowledge management, political science, economics, development studies or closely related, inter-disciplinary fields;
- A minimum of 10 years of progressively responsible, professional-level experience in organizational or action learning, development and/or knowledge management;
- First-hand experience with monitoring and evaluation activities within complex international development contexts, in support of health, economic growth, agriculture and/or democracy and governance programming;
- Demonstrated understanding and experience in developing and leading knowledge management programs, facilitating communities of practice and social networking;
- Exceptional communications and interpersonal skills, including written, in-person/presentation, and facilitation skills applied within multi-cultural contexts. Fluency in English, written and spoken.

The language requirement for all key positions, all technical staff and for expatriate consultants shall be English.

**[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 shall 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 shall 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 shall be retained by the Contractor.

### **D.2 BRANDING AND MARKING POLICY**

Branding Strategy Implementation and Markings under this contract shall comply with the "USAID Graphics Standards Manual" available at <http://www.usaid.gov/branding> or any successor branding policy, as detailed in ADS Chapter 320.

### **D.3 BRANDING STRATEGY**

In accordance with ADS 320 – Branding and Marking, and USAID's overall policy, all assistance delivered through this program shall be clearly credited to the American People. This Branding Strategy (BS) outlines the framework in which materials and communications use to promote the program deliver the message that the assistance is from the American People, as well as to ensure appropriate use of the USAID identity markings. To implement the BS, Offerors shall develop two separate plans with different but related purposes as described below (see Section L – Instructions):

#### **A. Branding Implementation Plan (BIP)**

The BIP shall describe how the program shall be promoted to beneficiaries and host country citizens, specifically how the offeror shall incorporate, and publicize the message "This assistance is from the American People", in its communications and materials.

#### **B. Marking Plan (MP)**

The MP shall detail the public communications, commodities, program materials, and other items that shall visibly bear or be marked with the USAID identity.

Branding Strategy for the Monitoring, Evaluation and Learning Program

The branding strategy for this contract as specified in USAID ADS 320.3.2.1 is as follows:

Program Name: USAID/Uganda Monitoring, Evaluation and Learning

Positioning: The branding shall incorporate the message: The assistance is "from the American People jointly sponsored by USAID and the Government of Uganda"

Level of Visibility: USAID identity shall be prominently displayed in: commodities or equipment; audio, visual or electronic public communications; studies, reports, publications, web sites, and all promotional and informational products; and events.

Other Organizations: The branding may acknowledge other organizations deemed as partners of an event or deliverable.

#### **D.4. DELIVERABLES IN PAPER FORM**

- (a) The cover page of all deliverables submitted in paper form shall include the USAID logo (or the name of the Agency written out) prominently displayed, the contract number (see the cover page of this contract), Contractor name, the publication or issuance date of the document, document title, author name(s), project/activity number, and project/activity title. All materials shall include the name, organization, address, and telephone/fax/internet number/address of the person submitting the materials.
- (b) Deliverables submitted in paper form shall be prepared on non-glossy paper (preferably recycled and white or off-white) using black print. Elaborate art work, multicolor printing, and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

#### **D.5 DELIVERABLES IN ELECTRONIC FORM**

- (a) Deliverables submitted in electronic form must utilize the Office 2010 program and shall be submitted with the following descriptive information:
  - (i) Name of application software used to create the files on the diskette;
  - (ii) The format for any graphic and/or image files included, e.g., TIFF-compatible; and
  - (iii) Any other necessary information, e.g., special backup or data compression routines/software used for storing/retrieving submitted data.
- (b) The Contractor shall also comply with the clause of this contract entitled "Rights in Data - General" (FAR 52.227-14 with any Alternates).

**[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     |
|----------|---|----------|
|          | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) |          |
| 52.246-3 | INSPECTION OF SUPPLIES--COST-REIMBURSEMENT        | MAY 2001 |
| 52.246-5 | INSPECTION OF SERVICES--COST-REIMBURSEMENT        | APR 1984 |

### **E.2. INSPECTION AND ACCEPTANCE**

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

USAID/Uganda  
US Mission Compound South Wing  
Plot 1577 Ggaba Road  
Kampala, Uganda

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

### **E.3. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

The progress, success and impact of the Contractor's performance under this contract shall be monitored and evaluated as a part of the overall activity results. The QASP is a management tool with the intent of encouraging maximum performance, efficiencies, and cost effectiveness by the Contractor and can be modified at any time by the Government. The QASP shall be used as a Government document to enforce the inspection and acceptance clauses of the contract. The QASP may require revision after selection for award to reflect the Contractor's known strengths and weaknesses. This is intended to be a "living" document that shall be reviewed and updated on an annual basis. It is based on the premise that the Contractor, not the Government, is responsible for managing and ensuring that quality controls meet the terms of the contract.

The Government reserves the right to modify performance standards and/or metrics during the life of this contract, in order to ensure that the right outcomes are being assessed and that the performance standards are appropriate. The COR shall ensure that QASP is implemented and updated.

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

- a. Weekly contract mobilization meetings during the first 90 days of contract implementation
- b. Monthly progress review meetings with the implementation teams
- c. Review of Contractor's scheduled reports (see Section F)
- d. Feedback from GOU and collaborating partners
- e. Site visits by USAID personnel
- f. Quarterly reviews of work plan with performance milestones
- g. Periodic impact evaluations
- h. Review of Milestone Achievement Reports

#### **E.4 MONITORING AND EVALUATION**

The USAID COR will conduct periodic performance reviews to monitor the progress of work and the achievement of indicator targets and/or completion of major tasks under this contract, based on the contract terms and conditions. USAID will assess the Contractor's progress in implementation of its work plan and success in meeting benchmarks, as defined in the PMP with performance milestones. The information provided and exchanged through quarterly progress reviews will form the basis for assessing and reporting on contractor performance.

The Contractor shall submit to the COR, for technical review, all information and appropriate documentation necessary to demonstrate and support the achievement of milestones. The Contractor shall also provide an explanation and/or justification if any milestones have not been achieved according to the schedule. The COR will lead a review of the documentation to determine if the milestones have been met. The COR and CO will discuss the COR recommendations, and the CO will approve or disapprove the payment of fee.

In addition to the technical performance requirements stated in Section C and above, the Contractor will be held fully accountable for responsible management of this contract. Of particular concern shall be the following:

- 1) Satisfactory performance record, which includes effective independent cost control;
- 2) Amounts of cost overruns and under runs, and reasons for them;
- 3) Compliance with terms and conditions of contract, particularly areas where the Contracting Officer's approval or consent is needed prior to execution of action, purchase of equipment, subcontract, formalization of constructive change, timeliness of reports and other deliverables;
- 4) Task completion versus scheduled completion date as stated in the contract Work Plan with Performance Milestones, with explanation for completion delays; and,
- 5) Terminations for default or convenience.

**[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     |
|-----------|---|----------|
|           | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) |          |
| 52.242-15 | STOP-WORK ORDER ALTERNATE I (APR 1984)            | AUG 1989 |

### **F.2 PERIOD OF PERFORMANCE**

The period of performance for this contract is five (5) years from the date of the Contracting Officer's signature.

### **F.3 PLACE OF PERFORMANCE**

Performance of this contract shall be principally in Uganda.

### **F.4 REPORTS AND DELIVERABLES OR OUTPUTS**

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the COR to be specified at the time of award. Each of the reports shall be submitted electronically. Electronic versions of the reports shall be submitted using Microsoft Word or Excel software. All reports shall be written in English. All reports are subject to approval by the Uganda COR.

#### **F.4.1 CONTRACTOR SERVICES AND DELIVERABLES**

Required services and deliverables are detailed below. The Contractor may propose additional services and deliverables in order to best achieve the expected results of the program.

##### **1. Contractor Services**

###### **Technical Assistance**

The Contractor shall provide technical assistance including sub contracts to conduct specific and specialized tasks on as-needed basis to support program objectives. Technical assistance will include organizational learning and M&E systems assessments, staff training/coaching, conducting evaluations, studies and other research, outreach and capacity building, establishment and facilitation of learning foras and documentation and dissemination of key lessons, practices and recommendations for improvement of USAID development work.

## **1.2 Contractor Deliverables**

### **Organizational Learning and Monitoring and Evaluation Systems Assessment**

The Contractor shall complete an organizational learning and M&E systems assessment within 120 days after the award is made to determine USAID/Uganda's current organizational, leadership and individual learning styles and practices, planning, M&E procedures including the functionality and use of the PRS, GIS use and management, their strengths and weaknesses; key learning issues and questions, planned evaluations, studies and other research, mapping of social networks and/or learning and knowledge management practices and management information systems used by USAID/Uganda staff.

This assessment will also establish available opportunities for engaging strategic, institutional and individual partners to advance USAID/Uganda's Monitoring, Evaluation and Learning activities including potential Advisory Councils for the different sectors USAID supports. It should also include a short report on methods for augmenting the PRS' current capacities. An outline of this Assessment report will be submitted to USAID 45 days after the diagnostic study is initiated and a final report will be due not later than 90 days after the award of the contract. The Contractor will keep in close contact with USAID either before or during the assessment process, making at least one interim presentation to USAID. This presentation will address emerging observations, constraints and rehearsing certain recommendations that will serve as key aspects of the Learning Contract's proposed, multi-year work plan. A full presentation will be made by the assessment team to USAID's senior management within 7 days of the submission of the complete draft organizational assessment report. USAID will give its formal feedback or concurrence approximately two weeks after the submission of the complete draft report, including approval of recommendations. The Contractor will not begin implementation of activities until after the USAID COR formally conveys USAID's concurrence.

The Organizational Learning and Monitoring and Evaluation Systems Assessment report will be clear, well-organized, not more than 15-20 pages, and present the recommended approach to achieving the Learning Contract's program objectives. The Contractor shall submit a draft Results Framework and revised Performance Management Plan elaborating on the Contractor's initial proposal and the subsequent organizational assessment/study together with the final report.

During the course of the work, the Contractor shall also provide and conduct periodic follow-on surveys with subsequent findings at an appropriate period of frequency negotiated with USAID/Uganda.

### **Performance Management Plan (PMP)**

The Learning Contractor shall develop an appropriate Performance Management Plan (PMP) that proposes a set of indicators that are associated with the program's three components. The PMP shall serve as a road map with discrete landmarks, which will enable USAID management to establish how well the Monitoring, Evaluation and Learning program is on track to achieve the anticipated short-term, medium-term and long-term results and what remedial actions could be taken. The final PMP shall be submitted within 120 days of the contract award.



## **F.4.2 CONTRACTOR REPORTING REQUIREMENTS**

### **4.2.1 Annual Work Plan**

The Contractor will prepare a detailed annual work plan to describe the proposed activities in greater detail beyond this statement of work, cross referencing the applicable sections of the SOW. The Work Plan will be a guide to the Learning Contract's anticipated implementation with a breakdown of activities, timelines (consider developing calendars citing key planning, reporting, proposed learning and performance review events) as to when key deliverables could be provided, anticipated progress in the achievement of the program results as well as the associated costs. The Contractor shall consult with the Mission, implementing partners and other relevant stakeholders in preparing the annual work plan to ensure broader ownership of implementation. The Work Plan must also describe the anticipated achievements towards performance indicators set forth in the proposed performance monitoring system. Included shall be an explanation of how those achievements are expected to contribute to the program's goal. An estimated budget and a pipeline analysis, identifying the anticipated inputs shall also be included.

USAID will approve or disapprove the completed work plan. The first annual work plan shall be due in draft 45 days after start of the contract. USAID will respond to the draft within 15 days and the Contractor will provide the final version 30 days after receipt of comments by USAID. Subsequent work plans will take into account findings and actions planned to be taken to address the Organizational Learning and Monitoring and Evaluation Systems Assessment cited earlier.

### **4.2.2 Quarterly Reports**

The Contractor shall submit quarterly activity reports and financial allocation summaries to USAID to reflect accomplishments and activities of each preceding quarter. The Contractor shall also prepare quarterly financial reports showing the amount of funding and level of effort spent and accrued during the quarter, cumulative spending, and estimates for the next quarter. The quarterly activity and financial reports are to be submitted within 30 days after the end of each fiscal quarter to the COR at USAID/Uganda. The quarterly activity report format shall be agreed upon with the COR.

The quarterly reports shall describe and assess the overall progress to that date based upon agreed performance indicators. The reports shall also describe the accomplishments and associated deliverable of the Contractor and the progress made during the past quarter; include information on key activities, both ongoing and completed during the quarter (*e.g. meetings, trainings, workshops, significant events, and subcontracts*). The quarterly reports shall highlight any issues or problems that are affecting the conduct or timing of activities by the Contractor. Any outreach or press reporting about the activity should be included with the reports as well as key lessons learnt during implementation and suggestions for reflection in future work plans including significant contextual changes.

The Contractor shall on demand provide reports to the USAID COR including information products and protocols, success stories, project summaries and background data for USAID Washington visits and briefings to USAID Mission management and government of Uganda officials.

### **4.2.3 Annual Report**

Annual performance reports on the project activities and progress against indicators are the responsibility of the Contractor and are needed by USAID to provide timely input to Annual Reports. To the extent possible, the annual performance report should cover activities and results through the end of the fiscal year. However, the annual performance reports shall be received by USAID in draft no later than November 15 and in final no later than November 30 each year.

### **4.2.4 Final Report**

The contractor shall prepare a final report at the end of the activity period. The Contractor shall prepare and submit three copies of a final/completion report to the COR, which summarizes the accomplishments of this contract, methods of work used, and recommendations regarding unfinished work and/or program continuation and lessons learnt. The final/completion report shall also contain an index of all reports and information products produced under this contract and an annex on lessons learnt during the implementation of the Program. The Contractor shall submit a draft final report to USAID no later than 30 days after the completion of the project activity for review and the amended final report no later than 90 days after the end of the contract.

### **4.2.5 PEPFAR Financial Reporting Requirements**

At the time of awarding the learning contract, it is anticipated that all PEPFAR funded projects will be subject to an additional mandatory reporting requirement to improve program monitoring, which has already been piloted in a number of countries. Data will be collected on the DS-4213, PEPFAR Program Expenditures; OMB-1405-XXXX, which is currently undergoing approval by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act.

### **4.2.6 Other Reports**

The Contractor shall prepare and disseminate, as directed in the annual work plan and by the COR, other reports and deliverables needed to accomplish the purpose of this contract, such as assessments, studies, and other analytical products. These reports shall include activity reports; technical reports; data quality assessment reports, portfolio review and performance plan and report analytical products, evaluation, review and other operational research reports. The reports required and the number of copies will be determined at the time of the Annual Work plan.

### **4.2.7 Close-Out**

The Contractor will develop and implement a COR-approved closeout plan (administration, information, grants, finance, procurement and management). The closeout plan will be submitted to the COR six months prior to the contract end date. The plan should include but not be limited to:

1. Dates for final delivery of all goods and services;
2. A property disposition plan for the Contractor and sub-contractors in accordance with government regulations reviewed by the COR and approved by the Contracting Officer;
3. Review of contract and/or grant files for audit purposes and final billing to USAID/Uganda;
4. A schedule to address office leases, bank accounts, utilities, cell phones, personnel notification, health insurance, outstanding travel, social payments, household shipments, severance for local staff (if appropriate), vehicle leases/disposition, phone subscriptions;
5. Receipt of all final invoices and sub contracts; and
6. Report on compliance with all local labor laws, tax clearances, etc.

An independent final evaluation will be conducted at the conclusion of the program.

#### **4.2.8 Financial Guidelines and Systems**

The Contractor must develop written guidelines and systems in consultation with the COR for timely and effective accounting and payments to vendors. It is imperative that the Contractor revise financial records on a monthly basis to adjust program financial estimates and spending accordingly. These guidelines and systems shall include the following functions and deliverables:

1. Procedures to maintain sufficient liquidity to meet program goals (developed during project start-up);
2. "Audit ready" records pertaining to disbursements, accruals, financial liquidity, payroll, vehicle use and maintenance, communications and non-expendable property;
3. Tracking and documentation of the overall monthly "burn rates" for grant and non-grant expenditures;
4. Monthly budget pipeline analysis, including activity expenditures;
5. Quarterly accrual estimates reporting in format provided by the COR;
6. Accounting for funds from different sources, including USAID accounts, earmarks and public-private partnerships; and
7. A policy for allowable and unallowable costs.
8. The invoices/vouchers shall be in the format of the agreed implementation budget lines

## F.5 SYNOPSIS OF CONTRACT REPORTS/PLANS

| Type of Document /Report  | Due Date   | Distribution       |
|---|--|--------------------|
| Initial Work Plan   | Within 90 Days of Award  | COR                |
| Outline of the Organizational Learning and Monitoring and Evaluation Systems Assessment report.   | Within 45 days of Contract Award   | COR & PPD          |
| Final Organizational Learning and Monitoring and Evaluation Systems Assessment Report including a separate proposal for Enhancing USAID's Performance Reporting System capacities | 120 Days   | COR, PPD & AA      |
| Presentation of findings of the Organizational Learning and Monitoring and Evaluation Systems Assessment  | 7 days after submission of report  | COR, PPD & AA      |
| Performance Management Plan and Results Framework   | Within 120 Days of contract Award  | COR & PPD          |
| Annual Work Plan  | 30 days after end of fiscal year   | COR                |
| Quarterly performance reports and annual report at the fourth quarter as per approved format  | 30 days after the end of the reporting period  | COR & PPD          |
| Quarterly Financial Reports   | 30 days after the end of the quarter   | COR, FMO & AA      |
| PEPFAR Financial Reporting Requirements   | TBD  | TBD                |
| Data Quality Assessment reports   | 30 days after the end of the quarter   | COR & PPD          |
| Evaluation reports and other research products  | On demand  | COR & PPD          |
| Portfolio review analytical reports   | 15 days after the end of the second quarter and 15 days after the end of the fourth quarter                    | COR & PPD          |
| Performance Plan and Report analytical report   | 15 days after the end of the fourth quarter  | COR & PPD          |
| "Game-changer monitoring reports, rapid After Action or other investigative, learning-oriented reports  | On demand  | COR & PPD          |
| Annual Tax Filing Report  | April 16   | Mission Controller |
| Annual Property Report (AIDAR 752.242-70)   | Within 1 month of contract award and thereafter annually   | COR                |
| Close Out Plan  | 180 days prior to completion date  | COR, CO            |
| Final Report  | Draft final due in 30 days after end of the contract and final report in 90 days after the end of the contract | COR & CO           |
| Final financial report  | 90 days after the end of the contract  | COR & FMO          |
| Final Voucher   | 9 months after the end of the contract closure   | FMO/COR            |

## **F.6. KEY PERSONNEL**

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

### Title

Chief of Party  
Organizational Learning and Knowledge Management Adviser  
Senior Monitoring and Evaluation Specialists (three)

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

## **F.7 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)**

(a) Contractor Reports and information/Intellectual Products.

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

(b) Submission requirements.

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

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

(2) Format.

- (i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.
- (ii) The report in paper form shall be prepared using non-glossy paper (preferably recycled and white or off white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.
- (iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the paper copy.
- (iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, and Portable Document Format (PDF). Submission in PDF is encouraged.
- (v) The electronic document submission shall include the following descriptive information:
  - (A) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0.
  - (B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.
  - (C) Any other necessary information, e.g. special backup or date compression routines, software used for storing/retrieving submitted data, or program installation instructions.

**[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 shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

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

| <b>TOTAL EXPENDITURES</b>                  |  |                               |                                   |
|--|--|-------------------------------|-----------------------------------|
| <b>(Document Number: XXX-X-XX-XXXX-XX)</b> |  |                               |                                   |
| <i>Line Item No.</i>                       | <i>Description</i>                       | <i>Amt. Vouchered To Date</i> | <i>Amt. Vouchered this Period</i> |
| 0001                                       | Product/Service Desc. for Line Item 0001 | \$XXXX.XX                     | \$XXXX.XX                         |
| 0002                                       | Product/Service Desc. for Line Item 0002 | \$XXXX.XX                     | \$XXXX.XX                         |
| <b>Total</b>                               |  | <b>\$XXXX.XX</b>              | <b>\$XXXX.XX</b>                  |

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

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, shall 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 shall 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 shall be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions shall also include accounting, vouchering, and reporting procedures. A copy of the

instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government shall 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.

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

## **G.2. ADMINISTRATIVE CONTRACTING OFFICE**

The Administrative Contracting Office is:

Local Address

USAID/Uganda  
Acquisition and Assistance Office  
US Mission Compound, South Wing  
Plot 1577 Ggaba Road  
Kampala, Uganda  
Telephone: 256-414-306001

International Address

USAID/Uganda - OAA  
2190 Kampala Place  
Dulles, VA 20189

## **G.3. CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The Contracting Officer's Representative is [insert name upon award]. A separate Administrative letter issued by the Contracting Officer at the time of contract award shall designate the COR. The Contracting Officer shall provide a copy of the COR designation letter to the Contractor.

## **G.4. TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID**

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

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



- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer'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.

The Contractor is required to seek the following approvals through the COR:

- Approval of annual work plans and modifications that describe the specific activities to be carried out under the contract;
- Approval of the performance management plan (PMP) and involvement in monitoring progress toward achieving expected results and outcomes.
- Approval and acceptance of the work plan, M&E plan, reporting and other key documents.
- In addition, the COR may visit all sites where the Contractor is working, including but not limited to certain offices and field sites for monitoring or other purposes.

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

- (c) The COR is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas shall 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 shall immediately be communicated to the Contractor and the Contracting Officer.
- (e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to

formally resolve such problems. The Contracting Officer shall 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 shall 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 shall be considered to have been made without authority.

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

#### **G.5. PAYING OFFICE**

The paying office for this contract is:

USAID/Uganda  
Financial Management Office  
US Mission Compound, South Wing  
Plot 1577 Ggaba Road  
Kampala, Uganda

#### **G.6. ACCOUNTING AND APPROPRIATION DATA**

[To fill at time of award]

**[END OF SECTION G]**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

### H.2 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

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

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

### H.3 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

Funds in this contract, may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences" <http://www.usaid.gov/policy/ads/300/350maa.pdf> or as approved by the CO/COR.

### H.4 INSURANCE AND SERVICES

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act), to obtain DBA insurance, contractors and subcontractors are to contact AON Risk Insurance Services (AON), the agent for Allied World Assurance Company (AWAC). AWAC is the only insurance underwriter authorized to write DBA insurance under USAID contracts as of March 1, 2010. To obtain this insurance, contact AON at either one of these two locations:

- (1) AON Risk Insurance Services West, Inc.  
199 Fremont St, Suite 1400, San Francisco, CA 94105  
Hours: 8:30 AM to 5:00 PM Pacific Time  
Primary contact: Fred Robinson, Phone (415) 486-7516 or  
Secondary contact: Angela Falcone, Phone (415) 486-7000  
Or

- (2) AON Risk Insurance Services East, Inc.  
1120 20th St, NW, Suite 600, Washington, DC 20036  
Hours: 8:30 AM to 4:00 PM Eastern Time  
Primary contact: Ellen Rowan, Phone (202) 862-5306 or  
Secondary contact: Chris Thompson, Phone (202) 862-5302

#### **H.5 752.228-70 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 shall reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer shall determine the reasonableness, allowability and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) Exceptions.

- (i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.
- (ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

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

#### **H.6 AUTHORIZED GEOGRAPHIC CODE**

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

#### **H.7 LOGISTIC SUPPORT**

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas. In addition, and in accordance with the post policy as from time-to-time amended, the Mission may help the Contractor;

- Provide custom and/or tax exemption certificates for long-term expatriate staff for UAB, HHE, POV, office and residential furniture, appliances, equipment, hotels;
- May provide letters to facilitate the Contractor's establishing bank accounts, leasing housing and Contractor's office space, and obtaining visas.

The Contractor shall be responsible for all logistical support except:

- Duty free entry for Contractor professional commodities and information technology commodities purchased with USAID funds under the activity; customs clearance (with the exception of customs exemption letters provided by USAID) shall be the responsibility of the Contractor; and

- Long-term residence visas for the Chief of Party and long-term technical advisor and his/her dependents.

## **H.8. CONSENT TO SUBCONTRACT**

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

| <u>Contractor Name</u> | <u>Services to be performed</u> |
|------------------------|---------------------------------|
| [TBD at time of award] |                                 |

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

## **H.9 EXECUTIVE ORDER ON TERRORISM FINANCING (MAR 2002)**

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

## **H.10 REPORTING OF FOREIGN TAXES (July 2007)**

(a) Reporting of Foreign Taxes. The contractor must annually submit a final report by April 16 of the next year.

(b) Contents of Report. The reports must contain:

- (i) Contractor name.
- (ii) Contact name with phone, fax and e-mail.
- (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 is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

(vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31.

(vii) The final report is an updated cumulative report of the interim report.

(viii) Reports are required even if the contractor did not pay any taxes during the report period.

(ix) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

(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 by mail to: [kampalaUSAIDVouchers@usaid.gov](mailto:kampalaUSAIDVouchers@usaid.gov)

(e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts, sub grants and other sub agreements.

(f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

#### **H.11 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.12 752.225-70 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.13 TITLE TO AND CARE OF PROPERTY**

In accordance with AIDAR clause 752.245-71 mentioned in Section I, the Contracting Officer hereby designates the Contractor to keep control of all non-expendable property purchased under this contract.

### **H.14 752.7007 PERSONNEL COMPENSATION (JULY 2007)**

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

### **H.15 ORGANIZATIONAL CONFLICT OF INTEREST**

Any concerns/issues related to Organizational Conflict of Interest **must** be brought to the attention of the Contracting Officer as soon as it appears. See CIB 99-17: [http://www.usaid.gov/business/business\\_opportunities/cib/pdf/cib9917.pdf](http://www.usaid.gov/business/business_opportunities/cib/pdf/cib9917.pdf)

### **H.16 INFORMATION TECHNOLOGY REQUIREMENT**

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

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

## **H.17 MANAGEMENT OF INFORMATION TECHNOLOGY RESOURCES**

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

### **Information Technology**

- (A) The term 'information technology', with respect to an executive agency means any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency. For purposes of the preceding sentence, equipment is used by an executive agency if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency which (i) requires the use of such equipment, or (ii) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product.
  - (B) The term 'information technology' includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.
  - (C) Notwithstanding subparagraphs (A) and (B), the term 'information technology' does not include any equipment that is acquired by a Federal contractor incidental to a Federal contract. (Source: Clinger-Cohen Act) (Chapters 541-548, 552)
2. The Contractor shall maintain accountable property records of IT resources. These records must identify each accountable item of U.S. Government-funded property acquired or furnished under the contract in a format acceptable to the Contracting Officer and must be furnished to the Contracting Officer six months after the effective date of the contract or task order and thereafter annually based on the effective date of the contract.

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

1. As part of the Property Disposition Plan, the Contractor shall provide a separate and final inventory of IT resources. After consultation with the COR and the USAID Office of Information Resource Management, the Contracting Officer shall provide disposition instructions to the Contractor. The Contractor shall provide a final report to the COR and Contracting Officer on the final disposition of all IT resources.

## **H.18 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 shall begin issuing HSPD-12 "smart card" IDs to applicable contracts, using a phased approach. Effective October 27, 2006, USAID shall 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 shall 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 PSC\* 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 shall be granted to any of USAID's information systems. All contractors must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the contractor or completion of the contract, whichever occurs first. The contractor must comply with all applicable HSPD-12 and PIV procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent related USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures.

This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office. In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance shall 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.19 VALUE ADDED TAX AND CUSTOMS DUTIES**

Pursuant to bilateral agreements with the Government of Uganda (GOU), all imports and expenditures under this contract by the Contractor and by non-local subcontractors shall be exempt from Value-Added Tax (VAT) and Customs Duties imposed by the GOU. Therefore, in accordance with paragraph (a) of FAR 52.229-8, Taxes—Foreign Cost-Reimbursement Contracts (3/90), GOU VAT customs duties shall not constitute allowable costs under this contract.

USAID shall assist the Contractor to obtain customs exemption certificate on imports. In cases where GOU VAT cannot be avoided, the Contractor shall obtain original VAT tax invoices/receipts from the vendors. Receipts must be submitted to USAID's Financial Management Office on a monthly basis to enable USAID to obtain VAT refunds from VAT authorities. The Contractor is responsible for ensuring that subcontractors and sub-grantees comply with this requirement. All VAT claims for subcontractors and sub-grantees shall be submitted to USAID through the Contractor.

With each monthly statement (progress payment invoice / request), the Contractor shall furnish USAID as part of the required supporting documentation and in addition to the monthly submissions as discussed in the previous paragraph, a copy of all certified VAT tax receipts showing the portion of the amount of progress payment requested which is attributable to VAT taxes paid to local subcontractors from amounts earned and requested for payment.

## **H.20 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)**

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

## **H.21 NONEXPENDABLE PROPERTY AND INFORMATION TECHNOLOGY RESOURCES**

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

*[To be filled in at time of award]*

## **H.22 LANGUAGE REQUIREMENTS**

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

## **H.23 EMPLOYMENT COSTS OF THIRD COUNTRY NATIONALS AND COOPERATING COUNTRY NATIONALS**

(a) The following are unallowable costs for third country nationals (TCN's) and cooperating country nationals (CCN's) unless the Contracting Officer provides a written determination that such costs are allowable for specifically named individuals:

- 1) Compensation, including merit or promotion increases, that exceeds the prevailing compensation paid to personnel performing comparable work in the cooperating country;
- 2) Payment of compensation to TCN and CCN employees in other than the currency of the local country.
- 3) Allowances and Differentials;

(b) Unless otherwise approved by the Contracting Officer, the maximum prevailing compensation shall be the same as the maximum salary under the Uganda Mission Local Compensation Plan.

(c) The Contracting Officer shall only determine the above costs to be allowable if and to the extent that the Mission Director approves such exceptions, and also subject to the usual considerations of reasonableness and allocability to the contract.

(d) Even if the contract ceiling price is based on a cost proposal that estimated such payments, a specific allowability determination from the Contracting Officer is required in order for such costs to be reimbursed under the contract.

(d) Employee agreements or contracts entered into by contractors and CCN/TCNs must reflect a fixed annual or monthly salary, denominated in local currency with a provision for annual salary increases that have been approved by the Contracting Officer through negotiations.

## H.24 ENVIRONMENTAL COMPLIANCE AND MANAGEMENT

All USAID funded activities shall also comply with CFR 216. Given that the Monitoring, Evaluation and Learning program shall support all DO activities, it is covered by the three DO blanket Initial Environmental Examination (IEE). The Contractor shall be responsible for ensuring that all environmental mitigation measures either proposed in the IEE or developed as a result of environmental screening of activities during implementation are adhered to and that sub-contractors comply with the Negative Determination with conditions portion of the IEE. The Contractor shall collaborate with the COR and the Mission Environmental Officer for compliance and guidance on any CFR 216 issues.

- 1a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ADS/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. *Offeror* environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this *RFP*.
- 1b) In addition, the contractor/recipient must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.
- 1c) No activity funded under this *contract* shall 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.")
- 2a) 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, shall review all ongoing and planned activities under this *contract* to determine if they are within the scope of the approved Regulation 216 environmental documentation.

- 2b) If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.
- 2c) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

## **H.25 GENDER CONSIDERATIONS**

USAID policy requires that gender issues be addressed as appropriate in all USAID-funded activities. Refer to Section C, 5.1 for details.

## **H.26 PROHIBITION AGAINST DISCRIMINATION (OCT 2011)**

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 and 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.

**[END OF SECTION H]**

**PART II - CONTRACT CLAUSES**

**SECTION I - CONTRACT CLAUSES**

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

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

| NUMBER    | TITLE  | DATE     |
|-----------|--|----------|
|           | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)  |          |
| 52.202-1  | DEFINITIONS  | JUL 2004 |
| 52.203-3  | GRATUITIES   | APR 1984 |
| 52.203-5  | COVENANT AGAINST CONTINGENT FEES   | APR 1984 |
| 52.203-6  | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT  | SEP 2006 |
| 52.203-7  | ANTI-KICKBACK PROCEDURES   | 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 |
| 52.204-4  | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER   | MAY 2011 |
| 52.204-9  | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL   | JAN 2011 |
| 52.209-6  | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | DEC 2010 |
| 52.215-2  | 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 1997 |
| 52.215-15 | PENSION ADJUSTMENTS AND ASSET REVERSIONS   | OCT 2004 |
| 52.215-18 | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)                                   | JUL 2005 |
| 52.215-19 | NOTIFICATION OF OWNERSHIP CHANGES  | OCT 1997 |
| 52.219-8  | UTILIZATION OF SMALL BUSINESS CONCERNS   | JAN 2011 |
| 52.219-9  | SMALL BUSINESS SUBCONTRACTING PLAN   | JAN 2011 |
| 52.222-3  | CONVICT LABOR  | JUN 2003 |
| 52.222-29 | NOTIFICATION OF VISA DENIAL  | JUN 2003 |
| 52.222-26 | EQUAL OPPORTUNITY  | MAR2007  |
| 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES   | OCT2010  |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  | FEB 2006 |
| 52.227-14 | RIGHTS IN DATA--GENERAL  | JUN 1987 |
| 52.228-7  | INSURANCE--LIABILITY TO THIRD PERSONS  | MAR 1996 |

|           |  |                      |
|-----------|--|----------------------|
| 52.232-9  | LIMITATION ON WITHHOLDING OF PAYMENTS                          | APR 1984             |
| 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             |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDS—CENTRAL<br>CONTRACTOR REGISTRATION | OCT 2003             |
| 52.233-1  | DISPUTES   | JUL 2002             |
| 52.233-3  | PROTEST AFTER AWARD<br>ALTERNATE I                             | AUG 1996<br>JUN 1985 |
| 52.233-4  | APPLICABLE LAW FOR BREACH OF<br>CONTRACT CLAIM                 | OCT 2004             |
| 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             |
| 52.243-1  | CHANGES--FIXED PRICE   | AUG 1987             |
| 52.243-2  | CHANGES--COST REIMBURSEMENT<br>ALTERNATE I                     | AUG 1987<br>APR 1984 |
| 52.244-2  | SUBCONTRACTS<br>ALTERNATE I                                    | JAN 2006<br>JAN 2006 |
| 52.244-5  | COMPETITION IN SUBCONTRACTING                                  | DEC 1996             |
| 52.244-6  | SUBCONTRACTS FOR COMMERCIAL ITEMS<br>AND COMMERCIAL COMPONENTS | SEP 2006             |
| 52.246-23 | LIMITATION OF LIABILITY  | FEB 1997             |
| 52.246-25 | LIMITATION OF LIABILITY—SERVICES                               | FEB 1997             |
| 52.249-6  | TERMINATION (COST-REIMBURSEMENT)                               | MAY 2004             |
| 52.249-14 | EXCUSABLE DELAYS   | APR 1984             |
| 52.253-1  | COMPUTER GENERATED FORMS                                       | JAN 1991             |

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|            |   |                      |
|------------|---|----------------------|
| 752.202-1  | DEFINITIONS   | JAN 1990             |
| 752.209-71 | ORGANIZATIONAL CONFLICT OF INTEREST DISCOVERED<br>AFTER AWARD | JUN 1992<br>JUN 1993 |
| 752.211-70 | LANGUAGE AND MEASUREMENT                                      | JUN 1992             |
| 752.228-3  | WORKER'S COMPENSATION INSURANCE<br>(DEFENSE BASE ACT)         |                      |
| 752.228-7  | INSURANCE-LIABILITY TO THIRD PERSONS                          |                      |
| 752.228-70 | MEDICAL EVACUATION (MEDVAC) SERVICES                          | MAR 1993             |
| 752.245-70 | GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS              |                      |
| 752.245-71 | TITLE TO AND CARE OF PROPERTY                                 | APR 1984             |
| 752.7001   | BIOGRAPHICAL DATA   | JUL 1997             |
| 752.7002   | TRAVEL AND TRANSPORTATION                                     | JAN 1990             |
| 752.7006   | NOTICES   | APR 1984             |
| 752.7008   | USE OF GOVERNMENT FACILITIES OR<br>PERSONNEL                  | APR 1984             |
| 752.7010   | CONVERSION OF U.S. DOLLARS TO LOCAL<br>CURRENCY               | APR 1984             |
| 752.7011   | ORIENTATION AND LANGUAGE TRAINING                             | APR 1984             |

|          |  |          |
|----------|--|----------|
| 752.7013 | CONTRACTORS-MISSION RELATIONSHIPS                              | OCT 1989 |
| 752.7014 | NOTICE OF CHANGES IN TRAVEL REGULATIONS                        | JAN 1990 |
| 752.7015 | USE OF POUCH FACILITIES  | JUL 1997 |
| 752.7018 | HEALTH AND ACCIDENT COVERAGE FOR<br>USAID PARTICIPANT TRAINEES | JAN 1999 |
| 752.7019 | PARTICIPANT TRAINING   | JAN 1999 |
| 752.7023 | REQUIRED VISA FORM FOR USAID<br>PARTICIPANTS                   | APR 1984 |
| 752.7025 | APPROVALS  | APR 1984 |
| 752.7027 | PERSONNEL  | DEC 1990 |
| 752.7028 | DIFFERENTIALS AND ALLOWANCES                                   | JUL 1996 |
| 752.7029 | POST PRIVILEGES  | JUL 1993 |
| 752.7032 | INTERNATIONAL TRAVEL APPROVAL AND<br>NOTIFICATION REQUIREMENTS | JAN 1990 |
| 752.7033 | PHYSICAL FITNESS   | JUL 1997 |
| 752.7034 | ACKNOWLEDGEMENT AND DISCLAIMER                                 | DEC 1991 |
| 752.7035 | PUBLIC NOTICES   | DEC 1991 |

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

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

See <http://www.arnet.gov/far/> for electronic access to the full text of FAR clauses and <http://www.usaid.gov/policy/ads/300/aidar.pdf/> for the full text of AIDAR clauses.

## **I.3 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)**

(a) Invoicing.

- (1) The Government shall make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
- (2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.
- (3) The designated payment office shall make interim payments for contract financing on the day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due shall be made-

(1) In accordance with the terms and conditions of a subcontract or invoice;

and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).



- (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.
  - (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.
- (d) Final indirect cost rates.
- (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
  - (2)
    - (i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.
    - (ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.
  - (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify
    - (i) The agreed-upon final annual indirect cost rates,
    - (ii) The bases to which the rates apply,
    - (iii) The periods for which the rates apply,
    - (iv) Any specific indirect cost items treated as direct costs in the settlement, and
    - (v) The affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.
  - (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.
  - (5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

- (6) (I) if the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d) (5) of this clause, the Contracting Officer may--
- (A) Determine the amounts due to the Contractor under the contract; and
  - (B) Record this determination in a unilateral modification to the contract.
- (ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.
- (e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--
- (1) Shall be the anticipated final rates; and
  - (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.
- (f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.
- (g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.
- (h) Final payment.
- (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
  - (2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--
    - (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
    - (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

- (A) Specified claims stated in exact amounts or in estimated amounts when the exact amounts are not known;
- (B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
- (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

**I.4 52.216-8 FIXED FEE (MAR 1997)**

- (a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the schedule.
- (b) Payment of the fixed fee shall be made as specified in the Schedule; providing that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee of \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

**I.5 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)**

- (a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record "Active".
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number shall be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it shall contact Dun and Bradstreet directly to obtain one.
  - (1) An offeror may obtain a DUNS number--
    - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
    - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
  - (2) The offeror shall provide the following information:
    - (i) Company legal business.
    - (ii) Trade style, doing business, or other name by which your entity is commonly recognized.
    - (iii) Company Physical Street Address, City, State, and Zip Code.
    - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
    - (v) Company Telephone Number.
    - (vi) Date the company was started.
    - (vii) Number of employees at your location.
    - (viii) Chief executive officer/key manager.
    - (ix) Line of business (industry).
    - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer shall proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, shall be taken into consideration when registering. Offerors who are not registered shall consider applying for registration immediately upon receipt of this solicitation.

- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The

Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract shall be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

#### **I.6 52.232-25 PROMPT PAYMENT (OCT 2003)**

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

- (a) Invoice payments--
  - (1) Due date.
    - (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:
      - (A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).
      - (B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.
    - (ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
  - (2) Certain food products and other payments.
    - (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--
      - (A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.
      - (B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than the 7th day after product delivery.
      - (C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a (4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.
      - (D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices shall be followed in

specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

- (ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date shall be as specified in the contract.
- (3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office shall return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government shall take into account untimely notification when computing any interest penalty owed the Contractor.
  - (i) Name and address of the Contractor.
  - (ii) Invoice date and invoice number. (The Contractor shall date invoices as close as possible to the date of the mailing or transmission.)
  - (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
  - (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
  - (v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment shall be shown for shipments on Government bills of lading.
  - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
  - (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
  - (viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
  - (ix) Electronic funds transfer (EFT) banking information.
    - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
    - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
    - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
  - (x) Any other information or documentation required by the contract (e.g., evidence of shipment).

- (4) Interest penalty. The designated payment office shall pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
- (i) The designated billing office received a proper invoice.
  - (ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
  - (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (5) Computing penalty amount. The Government shall compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.
- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government shall base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.
  - (ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.
- (6) Discounts for prompt payment. The designated payment office shall pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government shall calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.
- (7) Additional interest penalty.
- (i) The designated payment office shall pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if-



- (A) The Government owes an interest penalty of \$1 or more;
  - (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and
  - (C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a) (7) (ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.
- (ii) (A) The Contractor shall support written demands for additional penalty payments with the following data. The Government shall not request any additional data. The Contractor shall--
- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
  - (2) Attach a copy of the invoice on which the unpaid late payment interest is due; and
  - (3) State that payment of the principal has been received, including the date of receipt.
- (B) If there is no postmark or the postmark is illegible--
- (1) The designated payment office that receives the demand shall annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or
  - (2) If the designated payment office fails to make the required annotation, the Government shall determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.
- (iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).
- (b) Contract financing payment. If this contract provides for contract financing, the Government shall make contract financing payments in accordance with the applicable contract financing clause.
- (c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments shall be made within 15 days after the date of receipt of the invoice.
- (d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

## **I.7 COMMUNICATIONS PRODUCTS (OCT 1994)**

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

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

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

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

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

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

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

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

## **I.8 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)**

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

“Coercion” means—

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

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

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

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced Labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

- (3) By means of the abuse or threatened abuse of law or the legal process.

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

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

- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. “Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

- (2) Procure commercial sex acts during the period of performance of the contract; or

- (3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall—

- (1) Notify its employees of—

- (i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and

- (ii) The actions that shall be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

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

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

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

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

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

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

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

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

(6) Suspension or debarment.

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

(g) *Mitigating Factor.* The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

## **I.9 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**

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

## **I.10 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)**

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

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It

includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“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).

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

“United States,” means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.*

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

(ii) The Government, to the extent permitted by law and regulation, shall safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked “confidential” or “proprietary” by the company. To the extent permitted by law and regulation, such information shall not be released by the Government to the public pursuant to a Freedom of Information Act request, [5 U.S.C. Section 552](#), without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Government wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern

pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR [2.101](#). The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title [18 U.S.C.](#) or a violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Government wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government shall safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

**I.11 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)**

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

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor's general and administrative expenses or indirect cost.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public; therefore, the Contractor is responsible for notifying its subcontractors that the required information shall be made public.

(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsrc.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrc.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at <http://www.ccr.gov>, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsrc.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and



(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(d)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

(e) Phase-in of reporting of subcontracts of \$25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

(End of clause)

## **I.12 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)**

(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 (FAPIIS) 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 Central Contractor Registration database at <http://www.ccr.gov> (see [52.204-7](#)).

(End of provision)

### **I.13 52.209-9 UPDATES OR PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor shall receive notification when the Government posts new information to the Contractor's record.

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

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

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

### **I.14 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)**

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

“Added value” means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

“Excessive pass-through charge”, with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

“No or negligible value” means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

“Subcontract” means any contract, as defined in FAR [2.101](#), entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor”, as defined in FAR [44.101](#), means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(b) *General.* The Government shall not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) *Reporting.* Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if—

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor shall provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor shall provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) *Recovery of excessive pass-through charges.* If the Contracting Officer determines that excessive pass-through charges exist;

(1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart [31.2](#); and

(2) For applicable DoD fixed-price contracts, as identified in [15.408\(n\)\(2\)\(i\)\(B\)](#), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

(e) *Access to records.*

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor’s records (as defined at FAR [52.215-2\(a\)](#)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor’s records (as defined at FAR [52.215-2\(a\)](#)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) *Flowdown.* The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in [15.408\(n\)\(2\)\(i\)\(B\)\(2\)](#), that exceed the threshold for obtaining cost or pricing data in accordance with FAR [15.403-4](#).

#### **I.15 52.229-8 TAXES-FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)**

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of, or from which the Contractor or any subcontractor under this contract is exempt under the laws of, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 28, U.S.C.) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

## **I.16 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 shall be provided to the Contractor) which shall refer to this subparagraph and shall 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 shall notify the Administrative Contracting Officer in writing promptly, within 15 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 shall 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 (b) above, the Contractor shall 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 shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the

Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall 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 (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it shall be furnished and the date thereafter by which the Government shall 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 shall 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 shall 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 shall 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 shall 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 shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall 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 (b) and (c) above.

#### **I.17 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)**

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

#### **I.18 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any U.S. Agency for International Development Acquisition Regulation (AIDAR) (48 CFR Chapter 7) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### **I.19 752.219-70 USAID MENTOR-PROTÉGÉ PROGRAM (JULY 2007)**

(a) Large and small business 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. 20 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)**

(a) The contractor shall prepare and submit progress reports as specified in the contract schedule. 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.

#### **I.21 52.217-8 OPTION TO EXTEND SERVICES.**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of the end of the contract.

(End of clause)

#### **I.22 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT**

(a) The Government may extend the term of this contract by written notice to the Contractor within \_\_\_\_\_ [To insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least \_\_\_\_\_ days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed \_\_\_\_\_ (months) (years).

(End of clause)

**[END OF SECTION I]**

### PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

#### SECTION J - LIST OF ATTACHMENTS

| ATTACHMENT NUMBER | TITLE  |
|-------------------|--|
| J.1               | USAID/Uganda's 2011-2015 Strategy                        |
| J.2               | Considerations in Uganda's Reporting System              |
| J.3               | Reporting and KM Systems                                 |
| J.4               | M&E and Learning within USAID's Institutional Context    |
| J.5               | USAID/Uganda's Cross-cutting themes                      |
| J.6               | Learning, Adaptation and Institutional Re-orientation    |
| J.7               | Coordination and Key Contacts                            |
| J.8               | Identification of Principle Geographic Code Numbers      |
| J.9               | Contractor Employee Biographical Data Sheet *            |
| J.10              | Budget Template  |
| J.11              | Meta Evaluation of USAID/Uganda's Evaluations, 2010      |
| J.12              | Assessment of USAID/Uganda GIS status & conditions, 2008 |
| J.13              | UMEMS final project completion report                    |
| J.14              | Final Evaluation Report-UMEMS                            |
| J.15              | M&E Policy Final Draft                                   |
| J.16              | Performance Reporting System Application Architecture    |

\*Electronic versions available at: <http://www.usaid.gov/forms/>

#### RELEVANT TECHNICAL REFERENCE DOCUMENTS:

Country Development Cooperation Strategy:

<http://uganda.usaid.gov/sites/default/files/UgandaCDCS - Working Extract 0.pdf>

[END OF SECTION J]



## PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

#### K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

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

#### K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.
- (2) The small business size standard is \_\_\_\_\_.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- [ ] (i) Paragraph (c) applies. [ ] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.
-

| FAR Clause # | Title | Date  | Change |
|--------------|-------|-------|--------|
| -----        | ----- | ----- | -----  |
| -----        |       |       |        |

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

**[Note: FAR 52.204-7, Central Contractor Registration, is included in Section I of this RFP. Thus, paragraph (b) of the above provision applies.]**

**K.3 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

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

**K.4 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.5 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

- (a) Definitions.

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

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

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d),

reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition

Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_

(f) Common parent.

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

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.6 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APRIL 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  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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

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

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

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

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

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

(c) A certification that any of the items in paragraph (a) of this provision exists shall not necessarily result in withholding of an award under this solicitation. However, the certification shall 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 non responsible.

- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an

Erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **K.7 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)**

**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 shall 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 \$500,000 resulting from this solicitation shall 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, shall 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 shall advise the Contracting Officer immediately.

(4) Certificate of interim Exemption.

The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption 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 shall immediately submit a revised certificate to the Contracting officer, in the form specified

under subparagraphs (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 subpart 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 shall 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 subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES       NO

### **K.8 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)**

The Offeror shall check "yes" below if the contract award shall 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 shall—

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice shall 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.9 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS**

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

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

**K.10 SIGNATURE**

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

Solicitation No. \_\_\_\_\_

Offer/Proposal No. \_\_\_\_\_

Date of Offer \_\_\_\_\_

Name of Offeror \_\_\_\_\_

Typed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**[END OF SECTION K]**



## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

| NUMBER    | TITLE  | DATE     |
|-----------|--|----------|
|           | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)        |          |
| 52.204-6  | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER            | APR 2008 |
| 52.216-27 | SINGLE OR MULTIPLE AWARDS                                | OCT 1995 |
| 52.222-24 | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION | FEB 1999 |

### L.2 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the Offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days otherwise specified, and shall include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall be extended to the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the

solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers shall ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications *or* revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal. or revision is due.

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

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

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation shall be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part—for any purpose other than to evaluate this proposal. If,

however, a contract is awarded to this Offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub factors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received,

(4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal shall contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. 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 shall permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting Offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the debriefed Offeror.

(iii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.

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

### **L.3 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Cost Reimbursement; Cost-Plus-Fixed-Fee (CPFF) Completion Contract resulting from this solicitation.

### **L.4 52.233-2 SERVICE OF PROTEST (SEPT 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), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Tracy J. Miller  
Contracting Officer  
**USAID Uganda**

Hand Carried Address:  
USAID/Uganda  
Acquisition and Assistance Office  
US Mission Compound, South Wing  
Plot 1577 Ggaba Road  
P.O. Box 7856  
Kampala, Uganda

International Mailing Address  
USAID/Uganda  
2190 Kampala Place  
Dulles, VA 20189-2190

(b) The copy of any protest shall be received in the office designated above and faxed to the attention of Mr. William Buckhold, Assistant General Counsel, USAID, GC/LE at (202)216-3058 within one day of filing a protest with the GAO.

#### **L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.arnet.gov/far/>  
<http://www.usaid.gov/policy/ads/300/aidar.doc>

#### **L.6 GENERAL INSTRUCTIONS TO OFFERORS**

(a) Single Award. The U. S. Government anticipates awarding one (1) contract as a result of this Solicitation.

(b) RFP Instructions. If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be downgraded and not receive full or partial credit under the applicable evaluation criteria.

If an Offeror does not understand the instructions in this Solicitation, then it shall write to the contracting officer for clarification sufficiently in advance of the deadline for the receipt of proposals in order to obtain an answer in time to meet that 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 contractor's financial condition, business and personnel procedures, etc.; and (3) site visits to the prime contractor'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) Submission of proposed costs/prices and indirect cost information as required by Section B of this RFP;

(3) Completion of the "Representations, Certifications, and Other Statements of Offerors" in Section K; and

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

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

## **L.7 SUBMISSION/DELIVERY INSTRUCTIONS**

(a) Only Electronic submission shall be accepted for receipt of this solicitation.

(i) The offeror must submit the proposal via internet email with up to 3 attachments (2MB limit) per email compatible with MS WORD, MS Excel or PDF (Portable Document File) format in a Microsoft Windows XP environment. Those pages requiring original manual signatures shall be scanned and sent in PDF format as an email attachment. If the initial cost proposal is submitted as a PDF file, the offeror must be prepared to provide their budgets in Excel worksheet (with formulas) immediately upon request.

There has been a problem with the receipt of \*.zip files due to the anti-virus software. Pages requiring original manual signatures shall be scanned and emailed as an attachment. OFFERORS MUST NOT SUBMIT ZIPPED FILES.

Important:

If you send your proposal by multiple emails, please indicate in the subject line of the email whether the email relates to the technical or cost proposal, and the desired sequence of multiple emails (if more than one is sent) and of attachments (e.g. "no. 1 of 4", etc.). Our preference would be that each technical and each cost proposal be submitted as a single email attachment, i.e. that you consolidate the various parts of a technical proposal into a single document before sending it. But if this is not possible, please provide instructions on how the multiple parts are supposed to fit together, especially the sequence. Proposals and modifications thereto, shall be submitted by e-mail to: [KampalaUSAIDSolicita@usaid.gov](mailto:KampalaUSAIDSolicita@usaid.gov)

If your organization decides to submit a proposal in response to this solicitation, it must be submitted in accordance with Section L of the RFP to the specified email address listed above and time indicated. Please note that the designated office or Government installation for receipt

of proposals is not the USAID/Washington mailroom or any other office or facility of the U.S. Department of State in Washington, D.C. Any proposal not received by the closing date and time shall be handled in accordance with FAR 52.215-1.

Please pay careful attention to, and complete in full, RFP Section K - Representations, Certifications and Acknowledgements. Offerors are expected to comply with FAR Clause 52.204-7, Central Contractor Registration and complete the annual representations and certifications electronically via the Online Representations and Certifications and other Statements of Offerors website at <http://orca.bpn.gov>.

Offerors shall carefully consider Section L - Instructions to Offerors and Section M - Evaluation Factors for Award. Sections B through I of the solicitation shall become the contract with blanks completed by the Contracting Officer. The proposal shall be prepared in two separate parts: the Technical Proposal shall address technical aspects only while the Business (Cost) Proposal shall present the costs and address related issues such as responsibility. Proposals must be signed by an official who is authorized to bind the organization.

Please include your DUNS number on the cover page of your proposals.

(ii) Hand delivered proposals (including commercial courier) and facsimile transmission **SHALL NOT BE ACCEPTED.**

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

(b) Submission of Alternate Proposals

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

(c) Government Obligation

The 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 for 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.

(d) Questions

Questions and /or request for clarifications regarding this RFP must be sent via e-mail to: [KampalaUSAIDSolicita@usaid.gov](mailto:KampalaUSAIDSolicita@usaid.gov) . The deadline for receiving questions is indicated on the cover letter. No questions shall be accepted after this date. If substantive questions are received which affect the response to the solicitation, or if changes are made to the closing date and time, as well as other aspects of the RFP, this solicitation shall be amended. Oral instructions or explanations given before the award of the contract resulting from this solicitation shall not be binding.

**Note: All questions/clarifications received by USAID/Uganda and responses to these questions shall be posted at [www.fbo.gov](http://www.fbo.gov).**



## **L.8 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL**

(a) The Technical Proposal (TP) in response to this solicitation shall address how the Offeror intends to carry out the Statement of Work contained in Section C. It shall also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal shall be organized by the technical evaluation criteria listed in Section M. USAID may integrate sections of the Offeror's technical proposal in the final statement of work where applicable.

(b) Detailed information shall be presented only when required by specific RFP instructions. Proposals are limited to 30 pages for all information requested herein. **PAGES BEYOND 30 SHALL NOT BE EVALUATED.** The front and back sides of a single sheet shall be counted as two pages when information is provided on both sides. Detailed information shall be presented only when required by specific RFP instructions. Items such as graphs, charts, tables may be used as appropriate but shall be considered part of the page limitation.

(c) The cover page, table of contents, key personnel resumes, personnel statements of availability, bio-data sheets, dividers, and past performance report forms are not included in the page limitation. All Key personnel related attachments shall be submitted under Annex B. No material may be incorporated in the proposal by reference, attachment, appendix, etc. to circumvent the page limitation. Pages that exceed the page limitation shall not be evaluated.

(d) Technical Proposals shall be written in English, set for printout on standard 8 1/2" x 11" paper (210 mm by 297mm paper), single spaced. Only 11 point Times New Roman font may be used, with each page numbered consecutively at the bottom of the page. Page margins shall be a minimum of one inch at the top, bottom and each side must be submitted electronically. The font used in tables and charts may be adjusted as appropriate but shall be no smaller than 9 point.

### **The Technical Proposal shall include the following information:**

The Technical Proposal in response to this solicitation shall provide a straightforward, concise delineation of how the Offeror intends to carry out and satisfy the requirements of the Statement of Work contained in Section C. Merely repeating the Statement of Work without sufficient elaboration shall not be considered responsive. No contractual price information is to be included in the Offeror's technical proposal in order for it to be evaluated strictly on its technical merit.

Technical proposals in response to this solicitation shall be divided into sections corresponding to and following the order of the evaluation criteria set forth in Section M of this RFP.

At a minimum, the technical proposal shall include the following:

#### **1) Table of Contents (exclusive of the 30 page limit)**

The Technical Proposal shall contain a Table of Contents with page numbers indicated.

#### **2) Executive Summary (exclusive of the 30 page limit)**

This section shall be a succinct 1-2 page summary of the program and contain information that the Offeror believes best represents a summary of the proposed program activities. Also, provide a justification and rationale for the project's scope of work. The Offeror shall also specify the proposed start date and the end date.

### **3) Technical Proposal (maximum 30 pages – not including annexes)**

The Technical Proposal (TP) in response to this solicitation shall address how the Offeror intends to carry out the statement of work contained in Section C. It shall also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved.

The technical proposal shall be organized as follows:

- A. Technical Approach
- B. Key Personnel
- C. Institutional Capability
- D. Past Performance
- E. Annexes

Annexes shall be presented in the following order:

- Annex A: Draft Performance Management Plan (5 pages maximum)  
Annex B: Key personnel resumes and letters of commitment (3 pages maximum per resume)  
Annex C: Offeror/subcontractor past performance matrix.  
Annex D: Draft Branding Implementation Plan and Marking Plan (5 pages maximum)  
Annex E: Management structure organizational charts (1 page maximum)  
Annex F: Draft Year One Work Plan (3 pages maximum)  
Annex G: Brief explanation of the selected method Electronic Payments  
Annex H: Other attachments the Offeror may wish to provide shall not exceed 5 pages in total

#### **A) Technical Approach:**

- a) Problem Statement, Goals and Objectives:

The technical proposal shall describe the context in which the Learning Contract shall be implemented and how the Offeror appreciates the needs, challenges and opportunities for enhancing USAID/Uganda's capacity to promote evidence-based measurement and management of its program.

- b) Proposed Interventions:

The Offeror shall specifically address the following and in detail:

Respective to Component 1:

The Offeror shall;

- Describe methods for strengthening USAID/Uganda's monitoring and evaluation performance incorporating specific strategies on how to enable the Mission meet the agency requirements.
- Define specific ways in which special Presidential Initiative M&E requirements and pioneering methods for ascertaining progress within USAID/Uganda's development objectives.
- Shall detail how the performance reporting system can be improved, enhanced data visualization, GIS and smart information management

techniques used to make analyses more contextually meaningful for making more informed decisions.

*Offerors are encouraged to view the web based Performance Reporting System (PRS) through a dummy site accessible at the following link: [http://memsdatabase.com/uganda\\_prs\\_test/](http://memsdatabase.com/uganda_prs_test/). The dummy site will be accessible to all interested parties with effect from November 26, 2012 through to December 14, 2012 using the following log in information: Username = testaccount Password = Ugand@1 (The password is case sensitive).*

- Describe how it plans to conduct or offer performance evaluation services, 'proof of concept' studies and other applied, practical research exercises to help the Mission identify promising, integrated and replicable approaches. Innovative methods on how relations will be built with USAID staff and implementing partners in implementation of the Learning Contract's program.

Respective to Component 2:

Addressing the questions cited in section C.8.2, the Offeror shall;

- Propose methods or approaches for enhancing staff responsibility, authority and incentives for pursuing organizational collaboration, learning and adaptive management among all actors to effectively execute USAID/Uganda's CDCS.
- Describe opportunities to assist core USAID leadership staff to communicate a consistent message and develop appropriate incentives to advance learning, leadership and organizational development. Descriptions shall include how certain types of analyses of organizational culture, time management and other studies will illuminate the key factors and opportunities for making advances under this component and provide a baseline for tracking staff commitments, organizational learning and change.
- Specifically define how innovative and dynamic learning agendas will be developed and implemented within the teams and the Mission as a whole and how implementing partners can be supported to integrate learning and adaptation within their activities.
- Propose methods of consultation, analyses and exchange between USAID staff and partners, as well as key GoU actors to develop shared understandings about implementation approaches, 'evaluative practices' and other conditions to achieve better results and enhanced development impact.
- Describe how Advisory Councils—and what types of influential professionals shall be made available--shall be established and used to provide feedback and constructive suggestions to USAID about enhancing program performance, adaptive management, and development effectiveness.

Respective to Component 3:

The Offeror shall;

- Describe how it will establish a network of key stakeholders and organize periodic, appropriate opportunities for USAID to interact with them.

- Give consideration and describe how the program can facilitate stronger collaborative relationships between USAID and all other actors/programs engaged in addressing key Ugandan development challenges.
- Describe how effective coordination and collaboration mechanisms with other stakeholders, including local development partners (donors) and authorities, certain NGOs and other actors can bring forth new ideas, provide feedback on USAID programs, sharing knowledge and leveraging the experiences, approaches and resources of these other actors, increasing USAID's efficiency and effectiveness in achieving development results.

c) **Performance Management Plan (PMP)**

The offeror shall submit a draft PMP (Annex A) that tracks improvements in M&E systems and performance, enhanced organizational collaboration and learning capacity and development effectiveness.

**B) Key Personnel**

The Contractor shall propose personnel necessary to effectively carry out the requirements of the contract, clearly identifying the long-term and short-term positions/personnel. The Contractor shall utilize locally available personnel, including short-term consultants for all positions, tasks and scopes of work for which human resources with appropriate prior training and experience are locally available.

Key Personnel shall meet the minimum requirements specified in Section C. Key personnel are those individuals whose performance is critical to the success of the contract.

All key personnel shall demonstrate significant expertise, work experience and professional accomplishments that are directly related to the technical scope of the Monitoring, Learning and Evaluation Program and consistent with the Offeror's proposed technical approach. USAID/Uganda reserves the right to determine whether experience is significant and relevant.

The Offeror shall submit a current resume (maximum 3 pages/person) (**Annex B**) for each of the Key Personnel, highlighting the candidate's education, work experience and professional accomplishments and highlighting elements which are directly relevant to the technical scope and objectives of the Monitoring, Evaluation and Learning Program. The offeror shall submit references with contact information for all proposed key personnel. USAID reserves the right to contact other professional references not included on the list provided by the Offeror.

**Please note that Offerors are not required to submit Resumes for persons other than Key Personnel**

### **C) Institutional Capability**

The Offeror shall describe its institutional capability to carry out the work described in Section C of the RFP, including previous experience in managing and driving monitoring, evaluation, learning and adaptation efforts of comparable size, scale, duration, nature and complexity. This section shall include:

1. **Management Plan:** The Offeror shall describe the planned management of the award, explain the planned institutional management structure and systems for financial and logistics management. The offeror shall submit an organizational chart (**Annex E**) that reflects the optimum use of Key Personnel and other staff to achieve program objectives. The offeror shall include a sub-contracting plan, if any and a table showing the planned level of effort or number of person months for each position proposed, including any planned short-term consultancies. Where sub-contractors are identified to implement or support key activities under this program, clearly explain their organizational capacity, scope of work, specific lines of authority & reporting and their experience and expertise in similar works.
2. **Work Plan:** The Offeror shall submit a draft Work Plan (**Annex F**) with a timeline of proposed activities, as well as how the applicant plans to submit deliverables and reporting according to agreed-upon deadlines.
3. The Offeror shall also list the prospective partner organizations, including regional or Ugandan academic and research bodies and key Ugandan government entities that will be engaged to serve as key learning partners. The Offeror shall describe that organization's experience, accomplishments and expertise in successfully implementing the methodological approaches/activities under the relevant Component.

### **D) Past Performance**

- (a) The Offeror shall provide past performance; information for itself and each major subcontractor (whose proposed cost equals 20% or more of the Offeror's total proposed cost or any sub-contractor, which shall have principle responsibility for implementing one or more of the program components/deliverables or results area regardless of dollar value) in accordance with the following:
  1. List in an annex (**Annex C**) to the technical proposal five (5) of the most recent and relevant contracts for efforts similar to the work in the subject proposal (with specification of whether the work was being done as a prime contract or a subcontract).
  2. Offerors shall provide for each of the contracts listed the following information regarding its past or current performance: (1) scope of work; (2) primary location of work; (3) Term of Performance; (4) skills/expertise required; (5) contract amount; and (6) technical contact person and Email address. Offerors/subcontractors must either provide this information or affirmatively state that it possesses no information directly relevant to similar past performance.

(b) The Government reserves the right to verify the experience and past performance record of cited projects or other recent projects by reviewing Contractor Performance Reports (CPR's), 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. References may be asked to comment on items such as: Quality of Product or Service, Cost Control, Timeliness of Performance, Customer Satisfaction, and Key Personnel. Offerors shall be provided an opportunity to explain circumstances surrounding less than satisfactory performance reports if not previously provided the opportunity.

c) If Offerors or their proposed Subcontractors encountered problems on any of the referenced contracts, they may provide a short explanation and the corrective action taken. Offerors shall not provide general information on their performance.

d) Offerors may describe any quality award or certification that indicates exceptional capacity to provide the service or product described in the statement of work. This information shall be included in other Attachments under **Annex H**.

e) Offerors must either provide the above information or affirmatively state that it possesses no relevant, directly related or similar past performance. Similar statements also are required for any proposed major Subcontractors having no past performance history.

## **L.9 COST/BUSINESS PROPOSAL INSTRUCTIONS**

### **(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/Prices**

(1) The offeror must submit a summary budget for the five (5) years of performance. The summary budget must reflect summary cost information for each of the major budget categories for each of the contract years separately as synopsisized under Attachment J and then offer the program total for the entire contract, item for item in the last column of the spreadsheet.

The offeror must also submit a detailed version of its summary budget for the contract period. The detailed budget must reflect every estimated cost item, broken out. The detailed budget must reflect these individual cost items for each of the contract years and then offer the program total for the entire contract, item for item in the last column of the spread sheet.

The offeror must submit a detailed budget narrative that supports item for item the cost estimates proposed in its detailed budget. The budget narrative shall describe the nature of individual cost items proposed and include a description of the source of that particular cost estimate (historical experience with the cost item, catalogue price, vendor price quotes, etc.). Narratives for the individual cost items must provide a discussion of any estimated escalation

rates where applicable. Estimated costs proposed to exceed ceilings imposed by USAID or Federal procurement policy must be fully explained and justified.

(2) The following is the minimum information required in the budget and budget narrative:

(A) Salary and Wages - Direct salaries and wages shall be proposed in accordance with the offeror's personnel policies. Unit costs for each proposed position, key or not, shall be expressed in an amount per work day with the corresponding level of effort required for the position (number of work days) and then calculated to a total cost for each cost period where the salary would be applicable. Biographical Data Sheets are required for all long term, short term expatriate personnel and all long term cooperating country personnel being proposed (forms may be obtained at [http://www.usaid.gov/procurement\\_bus\\_opp/procurement/forms/](http://www.usaid.gov/procurement_bus_opp/procurement/forms/)).

Narratives must provide a discussion of the estimated annual escalation of all salaries where applicable. Salaries proposed in excess of maximum annual salary rate described in "AAPD 06-03" must be explained thoroughly. See: [http://www.usaid.gov/business/business\\_opportunities/cib/pdf/aapd06\\_03.pdf](http://www.usaid.gov/business/business_opportunities/cib/pdf/aapd06_03.pdf).

(B) Fringe Benefits - If the offeror has a fringe benefit rate that has been approved by an agency of the Government, such rate shall be used and evidence of its approval shall be provided. If a fringe benefit rate has not been so approved, the proposal shall propose a rate and explain how the rate was determined. If the latter is used, the narrative shall include a detailed breakdown comprised of all items of fringe benefits (e.g., unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries.

(C) Travel, Transportation, and Per Diem - The proposal shall indicate the number of trips, domestic and international, and the estimated costs per trip. Specify the origin and destination for each proposed trip, duration of travel, and number of individuals traveling. Per Diem shall be based on the offeror's normal travel policies (offerors may choose to refer to the Federal Standardized Travel Regulations for cost estimates).

(D) Procurement - A list of proposed non-expendable property purchases. Specify all equipment to be purchased, including the type of equipment, the manufacturer, the unit cost, the number of units to be purchased and the expected geographic source. Goods and services provided by the offerors under this USAID-financed award are expected to be subject to the 935 Geographic Code, **unless an appropriate waiver is effective for the specific procurement, i.e. vehicle.**

(E) Equipment and Supplies - Specify all equipment, materials and supplies expected to be purchased, including type, unit cost, and units.

(F) Communications - Specific information regarding the type of communication cost at issue (i.e. mail, telephone, cellular phones, internet etc.) must be included in order to allow an assessment of the realism and reasonableness of these costs.

(G) Subcontracts/Consultants - Information sufficient to determine the reasonableness of the cost of each specific subcontract and consultant expected to be hired must be included. Similar information shall be provided for all consultants as is provided under the category for personnel.

(H) Allowances - Allowances shall be broken down by specific type and by person. Allowances shall be in accordance with the offeror's policies and the applicable regulations and policies. The Independent Government Cost Estimate for these services includes allowance limits established by the U.S. Department of State for Uganda. The allowance caps include the following:

Post Differential (25%)  
Danger Pay (15%) – (not applicable to staff based in Kampala)

(I) Direct Facilities Costs - Specific information regarding the cost of any facilities needed to perform program activities. The information provided shall include the unit cost (rent), the time period the facilities are needed and the number of facilities. Only facilities that directly benefit the program activities shall be included in this category; all other facility costs shall be included in the indirect cost category.

(J) Other Direct Costs This includes report preparation costs, passports and visas fees, medical exams and inoculations, insurance (other than insurance included in the offeror's fringe benefits), as well as any other miscellaneous costs, which directly benefit the program proposed by the offeror. The narrative shall provide a breakdown and support for all other direct costs. If seminars and conferences are included, the offeror shall indicate the subject, venue and duration of proposed conferences and seminars, and their relationship to the objectives of the program, along with estimates of costs.

(K) Indirect Costs: The offeror shall support the proposed indirect cost rate with a letter from a cognizant U.S. Government audit agency or with sufficient information for USAID to determine the reasonableness of the rates. (For example, a breakdown of labor bases and overhead pools, the method of determining the rate, a description of all costs in the pools, etc.)

(M) Fee: The proposed Fee must be justified. Profit analysis factors are discussed in FAR15.404-4(d); this may be used as a guideline for the justification.

(3) The following standard cost elements shall be included in the submission as applicable to permit evaluation. Individual subcontractors shall include the same cost element breakdowns in their budgets as applicable.

#### (4) Indirect Cost Information

(i) The offeror and each proposed major subcontractor shall include a complete copy of its most current Negotiated Indirect Cost Rate Agreement (NICRA) or other documentation from its cognizant Government Audit Agency, if any, stating the most recent final indirect cost rates.

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



**(c) Part 3 - Representations, Certifications, and Other Statements of Offerors**

The offeror and each proposed subcontractor shall complete all "Representations, Certifications, and Other Statements of Offeror" as required in Section K, and sign and date on the last page in the space provided and submit as an Annex to the cost proposal.

**(d) Part 4 - Policies and Procedures**

The Contracting Officer may require you to submit a copy of offeror's personnel policies, especially regarding salary and wage scales, fringe benefit, merit increases, promotions, leave, differentials, travel and per diem regulations, etc., as they shall relate to this project and may also determine that a pre-award survey is necessary (see FAR 9.106).

**(e) Part 5 - Joint Venture Information**

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

**(f) Part 6 - Evidence of Responsibility**

The offeror must submit sufficient evidence of responsibility for the Contracting Officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. However, in the case of a small business offeror, the Contracting Officer shall comply with FAR 19.6. Accordingly, prime offerors shall seriously address each element of responsibility. To be determined responsible, a prospective contractor must:

- (1) Have adequate resources, including financial, facilities, equipment and personnel, 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 shall 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, Small Business subcontracting, etc.).

**(g) Part 7 - Letters of Commitment (Subcontractors)**

The Cost/Business 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. These shall come in as an Annex to the cost proposal.

**(h) Part 8 - Information to Support Consent to Subcontractors**

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

**(i) Part 9 - Information Concerning Work-Day, Work-Week, and Paid Absences**

(1) The offeror and each proposed major subcontractor shall indicate the number of hours and days in its normal work-day and its normal work-week, both domestically and overseas, for employees and consultants. In addition, the offeror and each proposed major subcontractor shall indicate how paid absences (US holidays, local holidays, vacation and sick) shall be covered.

(2) A normal work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. The offeror and major subcontractors shall describe their core work day and work week policies.

(3) The work day and work week policies and the method of accounting for paid absences for the offeror and major subcontractors in effect at the time of award shall remain enforced throughout the period of the award.

**L.10 ELECTRONIC PAYMENTS**

The various electronic payment systems available today accelerate financial inclusion for billions of poor people in developing countries who would otherwise have no access to financial services. Additionally, increased innovation in this arena has the potential to deliver a range of financial services that are affordable and convenient to the poor.

Across the world today, USAID implementing partners spend millions of dollars of payments in cash every year. These payments may include disbursements of salaries, payments to vendors, payments to participants of programs, such as cash-for-work programs, emergency relief payments, and others. Implementing partners also often support businesses in a specific sector

or along a value chain. They advise on how to build sound financial management systems, and marketing techniques, among other technical assistance. Often these businesses rely on cash in their financial management systems. Advances in communication technology and network capacities have enabled innovative new ways to make payments through mobile devices, smart cards and other electronic methods. The transition from cash to electronic payments has potentially significant benefits for all groups involved:

- **Cost Savings.** Decreasing the costs associated with physical cash operations
- **Transparency.** Increased accountability and tracking of financial flows
- **Security.** Safer delivery of payments, especially for women
- **Financial Inclusion.** Reaching those not yet in the financial services sector
- **New Market Access.** Opening doors for fee-for-service business models to Previously unserved areas due to high transaction costs.

Electronic payment systems include, but are not limited to, electronic funds transfers using bank accounts, pre-paid cards (bank issued magnetic or smart cards) using Point of Sale devices, mobile banking, and money transfer and payment systems available through mobile network operators and/or banks.

Of all the electronic payment systems, mobile money appears to be the least understood, yet the technology and infrastructure behind it might have the longest reach and greatest potential audience. Mobile money enables individuals to store money, seamlessly transfer it to friends and family in need, and withdraw it without ever travelling to a bank. Depending on the country, users may also be able to pay for goods and services and access a whole range of financial services through their mobile phone. This can be life-changing for the 2.5 billion people without access to basic financial services. Mobile money can also directly support USAID's broader goals because it increases financial inclusion, improves transparency, and roots out corruption by preventing leakages and also increases broad based economic growth.

Though the potential benefits are clear, there is still more work to be done and USAID has a unique opportunity to leverage financial and political influence to drive greater usage of electronic payment systems. To that end, prospective partners should note the following:

USAID encourages host country governments, bilateral and multilateral development partners, contractors, subcontractors, grantees, sub-grantees, and private sector alliance partners to help strengthen the financial services sector in the countries we work. Where programs propose cash distributions, partners should consider incorporating electronic payment systems into program design and implementation where feasible, thereby reducing reliance on physical cash.

If you are considering the use of electronic payments in your operations and programs, please include in your proposal a brief explanation of the selected method of electronic payment, and where feasible, how you propose to reduce the reliance on physical cash. Examples of operational costs that can use e-payments are: temporary staff salaries; vendor payments; travel per-diem for staff. Examples of program costs that can use e-payments are: cash for work payments; payment to trainers or trainers of trainers; direct grants to beneficiaries. Any electronic payment related attachment if any shall be submitted under Annex G- Electronic Payments. This discussion of the type of payment is for informational purposes and for our understanding of how you propose to pay recipients/beneficiaries. This information will be used by USAID to understand and measure the impact of USAID's promotion of the use of electronic

payments by implementing partners. The information provided in your proposal/application will not be an evaluation factor.

#### **L.11 INSTRUCTIONS FOR THE PREPARATION OF BRANDING AND MARKING PLANS**

In accordance with Section D of this solicitation, the offeror, shall submit and negotiate a Branding Implementation Plan (BIP) and a Marking Plan (MP). The BIP shall be included in and made a part of the resultant contract. The BIP shall be negotiated within the time that the Contracting Officer specifies. Failure to submit and negotiate a BIP shall make the offeror ineligible for award of a contract. The cost proposal must include all estimated costs associated with the Branding Implementation Plan and the Marking Plan.

**Offeror(s) shall submit a preliminary BIP and MP (not to exceed Five pages) as a separate annex (Annex D) to the Technical Proposal. The BIP and MP shall not be a part of the technical evaluation. Offerors shall be required to submit formal and detailed Branding Implementation Plan and Marking plans for final review before award if included in the competitive range.**

##### **Branding Implementation Plan (BIP):**

A Branding Implementation Plan must be developed by the offerors. It shall describe how the program shall be communicated to the beneficiaries and promoted to host-country citizens. It shall outline the events and materials the contractor shall use to deliver the message that the assistance is from the American people.

More specifically, Branding Implementation Plan must address the following:

1. How to incorporate the message, "This assistance is from the American people jointly sponsored by USAID and the Government of Uganda," in communications and materials directed to beneficiaries, or provide an explanation if his message is not appropriate or possible.
2. How to publicize the program, project, or activity in Uganda and a description of the communications tools to be used. Such tools may include the following: press releases, press conferences, media interviews, site visits, success stories, beneficiary testimonials, professional photography, videos, web casts, e-invitations, or other e-mails sent to group lists, such as participants for a training session blast e-mails or other Internet activities, etc.
3. The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people jointly sponsored by USAID and the Government of Uganda, or an explanation if this is not appropriate or possible. Such milestones may be linked to specific points in time, such as the beginning or end of a program, or to an opportunity to showcase publications or other materials, research findings, or program success. These include, but are not limited to, the following: launching the program, announcing research findings, publishing reports or studies, spotlighting trends, highlighting success stories, featuring beneficiaries as spokespeople, securing endorsements from partner municipalities, ministry or local organizations, promoting final or interim reports, and communicating program impact/overall results.

**Marking Plan (MP):**

The offeror shall develop a marking plan to enumerate the public communications, commodities, and program materials and other items that visibly bear or shall be marked with the USAID Standard Graphic identity. Where applicable, a host-country government or ministry symbol may be added.

Except for the manufacturer's trademark on a commercial item, the corporate identities or logos of contractors or subcontractors are not permitted on USAID-funded program materials and communications. Please refer to ADS section 320.3.2.4 that describes what the Marking Plan must address. Note that marking is not required for Contractors' offices, vehicles, and other non-deliverable items.

**[END OF SECTION L]**

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

| NUMBER | TITLE   | DATE |
|--------|---|------|
|        | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)<br>(none) |      |

### M.2 GENERAL INFORMATION

- (a) The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1.
- (b) The Government intends to evaluate Offeror in accordance with Section M of this RFP and make contract award to the responsible Offeror whose proposal best meets the needs of the government at a reasonable price and offers the best value.
- (c) The submitted technical information will be scored and evaluated by a technical evaluation committee using the technical criteria shown below. The evaluation committee may include industry experts who are not employees of the Federal Government. When evaluating the competing Offeror, the Government will consider the written qualifications/capability information provided by the Offeror, and any other information obtained by the Government through its own research.
- (d) **Technical versus Cost considerations:** For this RFP, technical considerations are significantly more important than cost.

### M.3 EVALUATION CRITERIA

#### M.3.1 Technical Evaluation Criteria

The technical proposal evaluation criteria are presented below in descending order of importance. Sub criteria are equally weighted.

The following criteria have been tailored to the requirements of this RFP and serve to (a) identify the significant matters that the Offeror shall address in their proposals and (b) set standards against which all Offerors will be evaluated:

1. Technical Approach;
2. Key Personnel;
3. Institutional Capability and
4. Past Performance.

**Criterion 1: Technical Approach (Sub criteria are of equal importance)**

1. Implementation Strategy: Demonstrated understanding of common monitoring, evaluation and learning issues affecting USAID and the extent to which the Offeror provides a clear, technically sound and feasible approach to produce promising, measurable and sustainable results.
2. Organizational Learning and Development: The Offeror's ability to present a responsive, holistic approach to advancing staff development, knowledge management, learning and enhanced productivity. Considered will be the Offeror's capacity to demonstrate how advancing key interventions for each component will enable USAID to refine strategy implementation, augment learning and make program course corrections.
3. Information Management and Technology Development: Ability to present pioneering methods for developing evidence and visually-oriented information management and reporting systems that meets users' needs, and enhances program policy decision making.
4. Collaboration: The extent to which the Offeror demonstrates ability to collaborate with local organizations, government institutions, NGOs and private sector partners for strengthening collaboration, developing new professional relationships and local capacity development.

**Criterion 2: Key Personnel (Sub criteria are of equal importance)**

1. The extent to which the Offeror's proposed Chief of Party possesses the appropriate technical and management skills, in-depth experience and professional accomplishment as specified in Section C.
2. The extent to which the four additional key personnel reflect the skills and abilities to meet the requirements specified in Section C.

**Criterion 3: Institutional Capability (Sub criteria are of equal importance)**

1. The extent to which the Offeror demonstrates institutional experience in managing monitoring, evaluation, and driving organizational learning and adaptation efforts of comparable size, scale, duration, nature and complexity.
2. The extent to which the draft work plan reflects the Offeror's appreciation for USAID/Uganda's complex organization, implementation and decision-making environment and implements proposed activities for promoting positive M&E, organizational change in a rapid yet effective manner.
3. Quality of prospective partner organizations, including leading regional or Ugandan academic and research bodies and key Ugandan government entities to serve as key learning partners.

**Criterion 4: Past Performance: (Sub criteria are weighted in equal order of importance)**

The Offeror's performance information determined to be relevant will be evaluated in accordance with the elements below;

1. Quality of the Offeror's performance on similar monitoring and evaluation activities and the application of CLA-oriented approaches to enhance, organizational learning and effectiveness.
2. Consistency in meeting goals and targets, and cooperation and effectiveness in addressing challenges.
3. Cost control, including forecasting costs as well as accuracy in financial reporting.
4. Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient operations.
5. Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including coordination among subcontractors and developing country partners, cooperative attitude in remedying problems, and timely completion of all administrative requirements.
6. Customer satisfaction with performance, including end user and beneficiaries wherever possible.
7. Effectiveness of key personnel including appropriateness of personnel for the job and prompt, satisfactory changes in personnel when problems with clients were identified.

Note: In cases where (i) an offeror lacks relevant past performance history, (ii) information on past performance is not available; the offeror will not be evaluated favorable or unfavorable on past performance.

**M.4 COST PROPOSAL EVALUATION**

Cost proposals will be evaluated, but will not be assigned a rating.

The evaluation of the Offeror's cost proposal shall deal with cost realism analysis. This will consist of a review of the cost portion of the Offeror's proposal to determine if the overall costs proposed are: 1) realistic for the work to be performed; 2) reflect the Offeror understands of the requirements; and 3) are consistent with the technical proposal.

Evaluation of cost proposals will consider, but not be limited to the following:

1. Cost realism and completeness of cost proposal and supporting documentation.
2. Overall cost control evidenced by the proposal (such as avoidance of excessive salaries, excessive home office staff visits, and other costs in excess of reasonable requirements).
3. Amount of proposed fee.



## **M.5 DETERMINATION OF THE COMPETITIVE RANGE, DISCUSSIONS & ORAL PRESENTATIONS**

- (a) **Competitive Range:** If the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may limit offers in the competitive range to the greatest number that will permit efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions, to allow an Offeror unfair advantage over those more competitive offers.
- (b) **Discussions & Oral Presentation:** If a competitive range is established USAID/Uganda will contemplate the use of oral presentations. Offerors in the competitive range will be notified of the procedures for the oral presentations. USAID/Uganda anticipates the prospective offeror's proposed COP to lead a presentation either at the USAID/Uganda mission or by video conference to present the technical approach to the project and address any discussion issues. Oral presentations will be scored. Following the presentations and discussions, the Contracting Officer reserves the right to ask for final revised proposals.
- (c) **Evaluation Criteria for Oral Presentations:** Chief of Party's ability to present a coherent, organized, well presented understanding and discussion of the technical and management approach for the activity.

## **M.6 SOURCE SELECTION**

- (a) The overall evaluation methodology set forth above will be used by the contracting officer as a guide in determining which proposal(s) offer the best value to the U. S. Government. In accordance with FAR 52.215.1 and as set forth in section L of this solicitation, award will be made by the contracting officer to the responsible Offeror(s) whose proposal(s) represents the best value to the U. S. Government after evaluation in accordance with all factors and sub-factors in this solicitation.
- (b) This procurement utilizes the following tradeoff process. If the contracting officer determines that competing technical proposals are essentially equal, the oral presentation evaluation will then be considered, lastly, cost/price factors may become the determining factor in source selection. Further, the contracting officer may award to a higher priced Offeror if a determination is made that the higher technical evaluation and oral presentation of that Offeror merits the additional cost/price.
- (c) **Note: In accordance with FAR 52.215-1, the Government may award a contract without conducting discussions. Offerors are advised to submit their best technical and cost proposals in the initial offer.**

**M.7 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES**

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

**[END OF SECTION M]**