



USAID | HAITI

FROM THE AMERICAN PEOPLE

ISSUANCE DATE:10/03/2011
CLOSING DATE: 10/31/2011
15:00 hrs Local time.

SUBJECT: Solicitation No. SOL-521-11-000007

REFERENCE: Improved Cooking Technology Project

Dear Prospective Offerors:

The United States Government, represented by the U.S. Agency for International Development (USAID), is seeking proposals from qualified organizations interested in providing the services as described in the attached solicitation.

Section C of this solicitation sets forth the activities required to be implemented. **Section L** of the RFP sets forth instructions for the preparation and submission of the proposal and specifies the required contents of the proposal. Please submit your proposal in accordance with the requirements in **Sections C** and **L** of this solicitation. **Section M** states the criteria by which the proposal will be evaluated and the award will be made. This is a full and open competition, under which any type of experienced and qualified organization is eligible to compete.

The geographic code for this procurement is 935. This means offers from organizations in any area or country including the cooperating country (Haiti), but excluding the foreign policy restricted countries (Cuba, Iraq, Iran, Laos, Libya, North Korea, and Syria) are eligible for award.

USAID plans to award a Cost Plus Fixed Fee type contract for this project.

USAID encourages the participation to the maximum extent possible of qualified and experienced small business concerns, small disadvantaged business concerns and women-owned small business concerns in this activity as the prime contractor or as subcontractors.

This solicitation in no way obligates USAID to award a contract, nor does it commit USAID to pay any cost incurred in the preparation and submission of the proposal. Furthermore, USAID reserves the right to reject any and all offers, if such action is considered to be in the best interest of the U.S. Government.

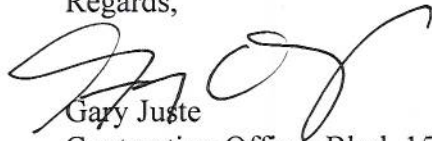
If substantive questions are received which affect the response to the specification, or if changes are made to the closing date and time, as well as other aspects of the RFP, this RFP will be amended. Any amendments to this specification will be issued and posted on the Federal Business Opportunities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

Questions and Answers: The deadline for receiving questions is 10/07/2011. Questions may be submitted to Ms. Launa Lherisson, Acquisition Specialist at llherisson@usaid.gov and OAAHaiti@usaid.gov

RFP, once issued, and subsequent amendments thereto, can be downloaded from the Federal Business Opportunities ("FBO") web site. The Worldwide Web address is <http://www.fedbizopps.gov>. It is the responsibility of the offerors to this RFP to ensure that the document has been received from the INTERNET in its entirety and USAID bears no responsibility for data errors from transmission or conversion processes.

We extend our best wishes to all for a successful competition, and certainly want to thank you for your interest in USAID/Haiti's activities.

Regards,



Gary Juste
Contracting Officer Blvd. 15 Octobre
Tabarre 41,
Tabarre, Haiti

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF 1	PAGES 92
2. CONTRACT NUMBER	3. SOLICITATION NUMBER SOL-521-11-000007	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY CODE _____			8. ADDRESS OFFER TO (If other than Item 7)			

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

SOLICITATION

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

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	

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OFFER (Must be fully completed by offeror)

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

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

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

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE _____		25. PAYMENT WILL BE MADE BY CODE _____	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

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

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. Description of Services

The purpose of this RFP is to solicit proposals for establishing the near-term and long-term foundations for a sustainable market for clean, efficient, and affordable cooking solutions in Haiti. The mass demand for and resulting production of charcoal in Haiti has contributed to widespread deforestation, leaving the population highly vulnerable to severe weather without the protection of natural, wooded watersheds. The winning bidder for this RFP will be expected to work closely with the Government of Haiti (GOH), the Haitian private sector, and Haitian civil society to establish a thriving market – on both the supply and demand sides – for clean cooking solutions, including Liquefied Petroleum Gas (LPG) and improved biomass cook stoves. This will require support and development of viable for-profit businesses in the production and distribution of improved cook stoves and LPG stoves.

B.2. Contract type

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

B.3. Budget

CONTRACT LINE ITEMS	AMOUNT
001	
002	
003	
004	
ODC	
Overhead	
Fixed Fees	
<u>TOTAL ESTIMATED COST PLUS FIXED FEE</u>	

B.4. Payment Procedure

Monthly payment of allowable and allocable incurred cost will be made.

B.5 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

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

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

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

B.6. Payment Information

A) If submitting Paper Invoice:

One (1) original of each invoice shall be submitted on an SF-1034 Public Voucher for Purchases and Services Other Than Personal to the Regional Office of Financial Management Office/USAID/HAITI, one copy of the voucher and the invoice shall be submitted to the Contracting Officer and the COTR.

Paper Invoices shall be sent to the following address:

FINANCIAL OFFICE
 Blvd. 15 Octobre
 Tabarre 41,
 Tabarre, Haiti
Haitivoucher@usaid.gov

The SF-1034 must be signed, and it must be submitted along with the invoice documents and any other documentation.

B) Electronics Submission: Electronic submission of invoices is encouraged.

Submit invoices to the Office of Chief Financial Officer to this address: Haitivoucher@usaid.gov

B.7 INDIRECT COSTS (DEC 1997)

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:

Description	Rate	Base	Type	Period
	1/	1/	1/	

2/ 2/ 2/
3/ 3/ 3/

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

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

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

B.8 COST REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment. Unacceptable deliverables, by the COTR, are considered to be unallowable costs and should not be included in the voucher.

B.9. Period of performance

The period of performance of this contract shall be 36 months from the award date.

B.10. Administration

The Contracting Officer’s Technical Representative (COTR) will be responsible for providing technical direction to the Contractor. The COTR will also be responsible for acceptance and approval. The COTR will be appointed separately by letter, and the Contractor will be provided a copy of the letter.

[END OF SECTION B]

SECTION C - STATEMENT OF WORK AND TECHNICAL SPECIFICATION

Improved Cooking Technology Program

I. Overview

The purpose of this RFP is to solicit proposals for establishing the near-term and long-term foundations for a sustainable market for clean, efficient, and affordable cooking solutions in Haiti. The mass demand for and resulting production of charcoal in Haiti has contributed to widespread deforestation, leaving the population highly vulnerable to severe weather without the protection of natural, wooded watersheds. The winning bidder for this RFP will be expected to work closely with the Government of Haiti (GOH), the Haitian private sector, and Haitian civil society to establish a thriving market – on both the supply and demand sides – for clean cooking solutions, including Liquefied Petroleum Gas (LPG) and improved biomass cook stoves. This will require support and development of viable for-profit businesses in the production and distribution of improved cook stoves and LPG stoves. The program design draws from the assessment prepared by Nexant (see Appendix A) and is consistent with the GOH strategy for cooking technologies (see Appendix B).

II. Background

Economic, Environmental and Health Effects of Charcoal Production and Use

Approximately 90% of Haitian household energy needs are met using firewood and charcoal; at least 30% of family income is spent on charcoal for cooking in Port-au-Prince. Although charcoal is produced all over the countryside, speculators and wholesalers gather the product and resell it to retailers in Port-au-Prince and provincial towns. It is estimated that Haitians use at least 4 million tons of wood annually, 33% of which is transformed into charcoal, chiefly for cooking purposes.¹ About 58% of urban households' energy needs are met from charcoal. Rural households primarily use firewood for cooking but do turn to charcoal during the rainy season when dry firewood is less available. Over 80% of the charcoal produced in Haiti is consumed in the capita of Port-au-Prince.

Beyond the negative economic impacts of charcoal consumption on the Haitian household, charcoal production has devastating environmental consequences for the whole country. Charcoal production, which is done by felling or pruning live trees, has contributed to mass deforestation, soil erosion and destruction of natural watersheds across Haiti. This deforestation has left Haiti highly vulnerable to severe weather, especially hurricane winds, flash flooding, and mudslides that tear across the country every year. A black market charcoal trade is reportedly growing between Haiti and the Dominican Republic (DR) in which trees in the DR are being cut for charcoal, sometimes leading to violent clashes with Haitian charcoal producers.

¹ ESMAP Technical Paper 112/07. *Haiti: Strategy to Alleviate the Pressure of Fuel Demand on National Woodfuel Resources*. Washington, DC: The World Bank, April 2007.

Additionally, cooking with firewood and charcoal expose women and young children to smoke or ‘indoor air pollution’ and associated health problems, especially respiratory illnesses, which is the second largest killer of children under the age of five in Haiti. The World Health Organization estimates that exposure to indoor air pollution leads to nearly 3,000 premature deaths in Haiti each year and represents about 3.0% of the national burden of disease.

Despite these negative impacts, charcoal production and distribution is an important source of income in both rural and urban parts of Haiti. Many rural households are occasional charcoal makers, especially around the beginning of school when extra money is needed. The largest beneficiaries of the charcoal trade in Haiti are the transporters who bring charcoal to urban centers, in particular Port-au-Prince. Charcoal transportation accounts for just over 50% of the profit earned on a bag of charcoal. Charcoal resellers within Port-au-Prince represent the lowest of the commerce class and make very little profit from their activities.

Trends in Usage

Historically, urban households have been the largest consumers of charcoal. Over the past decade, wealthier urban households have started to shift away from the exclusive use of charcoal and firewood for cooking and have begun using cleaner liquid fuels such as kerosene or Liquefied Petroleum Gas (LPG). Rural populations have less access to cleaner fuels and continue to depend on traditional open fires and/or inefficient and unhealthy biomass (charcoal or wood) cook stoves.

Street food vendors, locally known as manje kwits, are another mass consumer of charcoal. Current estimates show that there are approximately 12,000 street vendors working in Port-au-Prince.² The majority of street food vendors are small businesses run by women on their household stoves, which are transported into the street or market near their homes. They are an important source of food for the most food insecure households, for whom it is less expensive to buy small meals on the street than to purchase food and fuel for home cooking. The majorities of street vendors use charcoal and will run their stoves long hours each day, consuming on average 22kg of charcoal/day (ranging from 3.6 to 95 kg/day, with most smaller vendors using 3.6-6kg/day).

In addition to manje kwits, orphanages and schools, especially those supplied by the World Food Program (WFP), consume large quantities of charcoal and other biomass fuel in implementing vital feeding programs. The WFP is currently feeding 800,000 children each day in public Haitian schools and is looking to expand their feeding programs. Private schools also provide food for their students, typically included in their tuition fees.

Prior Cook stove Programs in Haiti

Previously, pilot efforts to introduce and scale up the use of more efficient biomass cook stoves have had limited success. Barriers to success are numerous: higher upfront costs, cultural resistance to changing technologies, underdeveloped supply and distribution chains, limited availability of raw materials, lack of quality control for stove production, lack of standards as to what constitutes an “improved” cook stove, and lack of awareness and education to both

² Charles, Daniel. “Impact de Cent Rechauds au Gas Propane Distribues aux Machann Manje Kwitt.” USAID/WINNER Haiti, unpublished report, 25 September 2010.

encourage the adoption of new technology and to properly implement and sustain positive behavioral change. The socio-cultural barriers to change are some of the most difficult to surmount; these barriers include lack of awareness of the benefits of improved cooking technologies, user preferences for technologies they already know, changes in flavor caused by new fuels, and concerns about safety. Any successful program must adequately address these.

Despite these barriers, the price of charcoal is high compared with other parts of the world and other fuels (slightly higher than LPG), which can help promote fuel switching or the uptake of more efficient biomass stoves. In addition, the simple fact that so many homes in Haiti already pay for their cooking fuel (charcoal) greatly increases the attractiveness of Haiti as market to sell improved stoves, since the cost of a stove is typically repaid in a matter of months; in markets where most fuel is collected for free, it is much more difficult to sell improved stoves.

The most recent USG activity to promote improved cooking technologies in Haiti fell under the USAID WINNER program, which facilitated the switching of about 100 street food vendors from charcoal to LPG. This pilot demonstrated high user acceptance and enthusiasm for switching to LPG, significant cost savings for the food vendors, and high reductions in charcoal consumption. Given WINNER estimates that 60% of people in Port-au-Prince eat at manje kwits, the adoption of LPG cooking kits by this customer base could reduce charcoal consumption in the capital by as much as 10%.

Regulatory Framework for Alternative Cooking Fuels

Haiti has no legislation or rules governing the LPG sector. The lack of technical or commercial standards has created safety issues and allowed predatory business practices that have retarded the market. In particular, the uncontrolled development of micro-filling stations has led to installations and operating practices that do not adhere to any internationally recognized technical standards and to commercial practices, such as cross-filling, that has discouraged new investment, especially in cylinders, which is required to grow the market.

The introduction of a regulatory framework governing technical and commercial standards is critical for promoting LPG to households and creating an important foundation on which to base future LPG investment and growth in Haiti. It is also the most difficult issue to address. LPG companies in Haiti may be reluctant to accept new regulations because they have developed strategies, pricing, and practices, such as micro-filling and cross-filling of cylinders, that would be discouraged or not permitted under conventional technical and commercial LPG standards. Current LPG pricing in Haiti is unregulated and determined independently by major LPG companies.

The Global Alliance for Clean Cook stoves

In September 2010, U.S. Secretary of State Hillary Clinton announced the launch of the Global Alliance for Clean Cook stoves (the Alliance) – a new public-private initiative led by the United Nations Foundation to save lives, improve livelihoods, empower women, and combat climate change by creating a thriving global market for clean and efficient household cooking solutions. The Alliance's vision is universal adoption of clean cooking solutions, with an interim goal of having 100 million homes to adopt clean and efficient stoves or fuels by 2020. To achieve this target, the Alliance will need to address the global barriers to large-scale adoption of clean cook

stoves (e.g., standards, financing, research, and awareness) as well as identify specific markets to develop and implement a specific operational strategy for each that emphasizes addresses local barriers and creates local solutions. Components of the Haiti – Improved Cooking Technology program are consistent with the Alliance and will contribute towards its goals. Many other donor nations and multi-lateral institutions, such as USAID, the World Bank, and the United Nations are partnering with the Alliance and developing solutions in Africa, Asia and Latin America and the Caribbean.

Opportunity for Carbon Financing

Carbon finance offers an innovative approach for developing revenue streams to enhance the financial sustainability of businesses selling more efficient stoves and/or cleaner fuels. These revenues may be used for many purposes, including reducing manufacturing costs, lowering prices for retail sale or scaling up and replicating programs. A carbon asset can be developed around the reduction in CO₂ emissions from fuel-efficient stoves (typically on the order of about 1 ton of CO₂-equivalent per stove per year for the life of the stove) or switching to cleaner fuels such as LPG. When properly monitored and registered, they create carbon credits that have a monetary value on the global carbon market or through the Carbon Development Mechanism (CDM). Carbon financing is very different than traditional donor funding for cook stove “projects” in that: it only provides revenue if results are achieved; it provides a serious incentive to continue using the stoves over many years; and it provides a great incentive for large-scale efforts (that can generate more revenue for similar transaction costs).

III. Objective

The objective of the Improved Cooking Technology program is to set Haiti on a path towards long-term sustainable cooking solutions and achieve a significant reduction in charcoal consumption by large users and households. This will be achieved through expanding the market for improved biomass cook stoves and cleaner fuels, developing clean energy businesses engaged in supplying the market with cleaner fuels and improved biomass cook stoves, educating consumers and generating market demand, and addressing regulatory issues that are limiting the expansion of LPG in the household market. Its successful implementation will reduce pressure on Haiti’s forests, encourage local and sustainable solutions, and create cooking options for Haiti that are clean, efficient, affordable, and able to meet local cooking needs.

The program is based on a comprehensive assessment³ which identified numerous barriers to expanding the improved cooking technology market. The program shall build businesses that can successfully negotiate these barriers and seize market opportunities for improved cooking technologies. Specifically, the program shall identify and partner with businesses in expanding the local production and distribution of improved biomass cook stoves and support the transition by food vendors, schools and orphanages in Port au Prince to LPG. Carbon finance will be tapped to further catalyze and expand the commercial market for improved cooking technologies. In addition, the program will help expand the household LPG market through regulatory reforms that will help ensure the safe use and handling of LPG.

IV. Scope of Work

The contractor shall undertake the following activities under each of the four components:

³ USAID/ Nexant (2010) Assessment for Developing an Alternative Cooking Technologies Program in Haiti

(1) Establishing a thriving local market and industry for household improved biomass cook stoves

- A. This program component will focus on the development and scaling up of a sustainable and thriving industry of producers, assemblers, distributors, marketers, retailers, and servicers of high-quality biomass cook stoves for Haitian households. The contractor will partner with entrepreneurs and/or companies, with relevant experience and track record in the activities described, which could be combined or undertaken in a different sequence.
- B. *Identifying leading solutions:* The contractor shall first identify those improved cook stoves that have been tested and which have demonstrated the strongest performance (based on efficiency, emissions, and safety), have strongest user preferences, are durable and affordable for the targeted market segment, can be locally produced and/or assembled or otherwise easily imported, and achieve significant reductions in biomass consumption. The contractor should focus on those products that can be locally produced, assembled, and/or distributed but should balance the goals of maximizing local job creation and local entrepreneurship with goal of producing lowest cost/highest quality cook stove. (See Appendix A: Assessment for Developing an Alternative Cooking Technologies Program in Haiti. Note that new models may be available since the preparation of this report.)
- C. *Developing a manufacturing base:* The contractor shall identify entrepreneurs and/or companies with relevant experience and track record in producing, assembling, or importing the selected stoves. The contractor will partner with these entrepreneurs and/or companies on establishing and scaling up production. To accomplish this goal, the contractor will work with local entrepreneurs to develop and implement business and marketing plan(s) with financial projections for the start-up and expansion of for-profit businesses. Those plans should address: financing (including carbon finance); strategies to ensure adequate supplies of raw materials and skilled labor; training programs for workers; inventory management strategies; and efforts to enhance business management and sales skills.
- D. *Developing distribution channels:* In addition, the contractor shall identify entrepreneurs or companies with relevant experience and track record in distributing improved biomass cook stoves, LPG gas and other related products. To accomplish this goal, the contractor will work with local entrepreneurs to develop and implement business and marketing plan(s) with financial projections for their start-up and expansion. The plans should address: financing (including carbon-financed subsidy schemes); training of retailers on the benefits and operation of improved cook stoves; building a trained sales force, and enhancing business management and sales skills.

- E. *Building demand for biomass cook stoves:* The contractor shall catalyze demand for the improved biomass cook stoves and support the selected local companies in implementing their marketing plans. It is anticipated that marketing and awareness campaigns will be needed to educate consumers on the benefits of the selected improved cook stoves. The campaign may be carried out through such channels as radio, TV, print media, billboards, and/ or demonstrations at public events. The campaign will include such information as the benefits of the improved cook stoves, any operational and safety issues, and means and location for acquiring them. The contractor will also explore opportunities with the GOH to stimulate this demand, for example through educational programs at health clinics, schools, or other government institutions.
- F. *Develop financing sources:* The contractor shall support the selected local entrepreneurs and/or companies to implement the financing outlined in their business plans and to develop alternatives if the initial plans prove unrealistic. The contractor shall explore working through existing USAID micro-finance programs as well as commercial banks participating in guarantee facilities such as those provided by the Development Credit Authority to facilitate financing for stove manufactures and retailers who could on-lend to consumers. The contractor may also promote the use of remittances as a means for purchasing improved cook stoves. Recent IDB research in Haiti suggests that there may be viable models for taping remittances as a source of end-user finance. These include remitters purchasing directly from a cook stove supplier who makes it available to the beneficiary and remittances sent through a Money Transfer Institution (MTI) who purchases the cook stove and delivers it to the client. The contractor should further investigate this potential and based on their assessment, design and implement a program to utilize remittances for funding improved cook stoves.
- G. *Haiti Network for Clean Cook stoves:* The contractor will participate in, and as needed lead, GOH Working Group meetings on LPG and Improved Cook stoves to: ensure close cooperation across the sector with all relevant parties; provide technical guidance on issues under discussion; and update Working Group members on progress in implementing program activities. The contractor will ensure that program activities are closely coordinated with other donor programs associated with promoting improved cooking technologies.
- H. *Retraining charcoal workers:* As noted above, program activities may negatively impact the livelihoods of charcoal workers if significant reductions in charcoal consumption are achieved. To the extent possible, the contractor shall integrate charcoal workers into program activities to retrain them in the production and distribution of improved cook stoves. In addition, the contractor will identify other training opportunities being offered

by USAID or other donors that could benefit charcoal workers and help transition them to new livelihoods.

- I. Results expected: Successful implementation of this program shall result in;
- Assistance to at least 2-3 stove manufacturers and/or importers and 4-5 distribution/ retail companies to enable the expanded availability of improved cook stoves in Port au Prince;
 - In partnership with above businesses, design and implement a marketing and outreach campaign that is expected to last the life of the program;
 - At least one financing solution for households in Port au Prince to enable their purchase of improved cook stoves;
 - On-going coordination with GOH Working Group members; and
 - At least one re-training solution developed for displaced charcoal workers

(2) Reducing charcoal consumption by large users, particularly food vendors, schools and orphanages

- J. As part of a near-term strategy, the contractor shall, after identifying leading solutions as described in (1) B above, scale up the leading solution to attract at least 9,450 street food vendors in Port au Prince to adopt LPG. In addition, about 800 schools, orphanages and other energy-intensive entities in and around Port au Prince will be targeted for conversion to LPG. Scaling up this process will first entail reviewing pilot results by other entities as elaborated in the NEXANT Assessment and identifying the most effective and innovative approach for scale-up. Discussions with LPG industry will be held to ensure that a reliable supply of LPG can be delivered and that there is proper sequencing of their expanding distribution channels and retailers to meet program needs. Discounts for bulk supply to the vendors shall also be sought.
- K. A major component of this effort will be the financing and, where needed, subsidization of the LPG stove and equipment. The contractor shall seek co-payment or financing by the targeted street food vendors of a portion of the stove/ equipment costs. In designing this component, it is expected that the contractor will determine an appropriate level of subsidy for the food vendors and identify and facilitate financing schemes. The contractor shall advise and discuss with financial institutions ways and means to design and deliver financial products that meet the requirements of the LPG companies, street vendors and other large charcoal users.
- L. Experience to date indicates that although some food vendors are making annual profits that would enable them to switch to LPG on their own, they do not. The contractor shall work with the LPG suppliers to engage in focus groups and interviews designed to examine financial literacy trainings needs of the target market and to develop marketing

and public education campaigns to educate food vendors on the relative costs and benefits of switching to LPG.

M. Converting street food vendors, schools, orphanages and other energy-intensive entities will require marketing and advertisements to attract potential beneficiaries to the program, training to end-users on the proper and safe use of LPG, development of training materials, procurement of LPG stoves and equipment, and expansion of the supply and distribution chain, as required. The contractor shall determine whether a Global Development Alliance (GDA) can be developed between the contractor, acting on behalf of the USG, and the LPG companies to leverage their resources and expertise in undertaking the above activities. At a minimum, the contractor should develop MOUs with the LPG companies to ensure the reliable distribution of LPG to the food vendors, schools, orphanages and other energy-intensive entities.

N. Results expected:

- Approximately 9,450 food vendors and about 800 schools, orphanages, and other energy-intensive entities switched to LPG; and
- GDA or MOU with LPG companies to leverage their resources and expertise and ensure the reliable distribution of LPG to food vendors, schools, orphanages and other energy-intensive entities.

(3) Building a legal and regulatory framework for LPG

O. To develop a sustainable LPG industry and promote the long-term adoption of LPG as a cooking fuel by households, GOH has expressed a desire for outside experts to assist them with the development of the necessary legal and regulatory framework for LPG. More specifically, rules must be developed and adopted to ensure safety, develop appropriate licensing regimes, discourage predatory commercial practices, and encourage investment, especially cylinders and downstream distribution by the LPG industry. The contractor shall work closely with the GOH, LPG companies, LPG distributors, and other relevant parties to provide needed technical expertise and to help bring stakeholders to a consensus on LPG regulations, standards and pricing. In addition, the contractor should recommend and reach consensus with the LPG industry stakeholders on an appropriate institutional framework that has the capacity and resources to ensure monitoring and enforcement of regulations. The contractor shall consider using the existing GOH (Ministry of Public Works, Transportation and Communication and Bureau of Mines and Energy) Working Groups on LPG and Improved Cooking Technologies as forums for discussions.

P. The contractor shall undertake such activities as:

- Review of best international practices for an effective regulatory framework;
- Workshops to discuss key issues and reach consensus amongst industry stakeholders;

- Training of key GOH and industry staff;
- Identification of appropriate institutional framework for LPG regulation; and
- Drafting of key policy, legislation and regulations and technical assistance to the GOH to assist them with adopting these legislative, regulatory and policy recommendations.

Results expected:

- Adoption of an effective regulatory framework for LPG that will enable market expansion

(4) Devising carbon finance and financial incentives for scale up

- Q. To facilitate the near-term development of cook stove businesses and markets, as well as the long-term sustainability of these markets, the contractor shall work with partners to create a carbon asset from the program activities (1) and (3) above. The intent of the carbon asset is that it will generate sustainable revenues for participating companies such that they can reduce the price point of stoves and alternatives fuels such as LPC to increase the affordability of these improved cooking technologies for their customers, thereby supporting the scale up the program.
- R. The contractor shall bring partners such as carbon finance firms with experience in developing carbon assets from improved cook stove programs and investors to develop the carbon finance program. In its proposal, the contractor should identify partners and demonstrate their commitment to developing and implementing the program. The contractor is expected to leverage significant additional non-USAID funds for the development of the carbon asset, access to which should be structured in such a way as to dedicate substantial use of the carbon revenues to expand uptake of improved cook stoves. The contractor may support its partner(s) through such activities as project planning and documentation for the creation of carbon credits, establishing baseline levels, and validating and verifying carbon credits. With its partner(s), the contractor shall submit a timeframe for developing the carbon asset, financial projections, and a plan and agreement for re-investing the carbon revenues.
- S. The contractor will investigate the feasibility and cost-effectiveness of using other financial incentives such as Challenge Grants to accelerate program implementation and achievements. For example, a financial reward may be given to an entrepreneur that is first to meet a sales target of improved biomass cook stoves. The contractor will discuss findings with USAID and, based on their approval, design and implement the financial incentive scheme.

Results expected:

- Development of a carbon asset(s), encompassing a range of improved cooking technologies, which will provide a revenue stream for maintaining and scaling up the program.

V. Partnership and Management Structure

The contractor shall propose a partnership of organizations that can work collaboratively together to implement the activities described above in Section IV. The partnership may include such entities as carbon finance firms, stove manufacturers, micro-finance organizations, remittance companies, etc. and should demonstrate a sound working knowledge of the Haiti private sector and the market for improved biomass cook stoves, LPG, and appropriate financial products and services. The proposed activities must be well within the technical capabilities of the assembled partnership. The proposal should indicate whether or not the contractor has existing relationships with these entities and the nature of the relationship (e.g., sub-contractor or sub-recipient). The contractor shall describe each partner's respective role and responsibilities as well as any resources that each can leverage. The contractor shall describe their plan for identifying and vetting local stove manufacturers, distributors and retailers that will benefit from this program. The contractor should propose a management structure that will ensure smooth implementation of the program activities through effective communication and coordination between the partners.

VI. Key Personnel

Applicants may propose up to 4 key positions and personnel and shall provide:

- Description of responsibilities and rationale for the key position(s).
- Narrative description (1 page max) of experiences and qualifications for the proposed personnel for the key position(s).
- Resumes for the proposed personnel for the key position(s).

At a minimum, the Key Personnel must include a Program Director with the following qualifications:

- At least ten years of experience with successfully implementing and managing donor-funded Improved Cooking Technology programs in low-income developing countries;
- Extensive experience with identifying, developing and growing clean energy businesses in developing countries through business development support.
- Demonstrated program leadership skills;
- Strong knowledge of carbon finance and the barriers and opportunities for expanding the market for LPG and improved biomass cook stoves;
- Willingness to be based in Port au Prince; and
- Fluency in English and French language.

VII. Deliverables

1. A draft Work Plan will be submitted for review within 14 days of the effective date. For each of the program components, the work plan shall include such elements as specific activities, milestones, timeframe and responsible person.
2. For the Carbon Finance section of the Work Plan, in addition to those items noted under bullet "1." immediately above, the Plan will also include identification of partners, levels of investment of anticipated partners, financial projections, and a scheme for re-investing the carbon revenues.
3. A market analysis for selected improved biomass cook stoves for use by Port au Prince households and for LPG for use by Port au Prince food vendors, orphanages, schools and other energy intensive businesses will be submitted within 30 days of the effective date.
4. A draft Monitoring and Evaluation plan will be submitted for review within 21 days of the effective date. The M&E plan will contain specific performance benchmarks measuring implementation progress as well as indicators to help monitor the social and economic impacts of the program.

VIII. Period of Performance

The period of performance for this work will be three years from award date.

SECTION D - PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

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

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

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

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

D.2 BRANDING POLICY

Markings made under this contract shall comply with the USAID “Graphic Standards Manual” which is available at www.usaid.gov/branding, or any successor Branding Policy.

Offerors must submit branding implementation and marking plans to implement the following branding strategy. Instructions for drafting these plans can be found in USAID’s Automated Directives System Chapter 320 on Branding and Marking under 320.3.2.2, 320.3.2.3 and 320.3.2.4. This information can be accessed via the following link: <http://www.usaid.gov/policy/ads/300/320.pdf>. The offeror must also include the costs of its branding implementation and marking plans in its budget submission.

The branding implementation plan must address the following (see ADS 320.3.2.2 for more details):

- How to incorporate the message below, which includes the acknowledgement that the program is made possible with the support of the American people.
- How to publicize the program, project, or activity in the host country and a description of the communications tools to be used. Sample tools are listed in the ADS reference.
- Key milestones or opportunities anticipated to generate awareness that the program, project, or activity is a partnership with support from the American people.

All materials created for the program must conform to the specifications of USAID’s Graphic Standards Manual. All public materials displaying the USAID brand must be

submitted to the USAID cognizant technical officer and the regional communications officer for written approval before being disseminated.

D.3 BRANDING STRATEGY

Program name: Improved Cooking Technology Program

Program positioning: The program will be positioned as being sponsored by USAID.

Materials should include the acknowledgement that the program is made possible by the support of the American people.

Desired level of visibility: Outreach to the media during the initial data gathering phase is expected to be minimal. However, significant outreach must be made to relevant government leaders, decision-makers, and institutions.

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE
52.246-5	INSPECTION OF SERVICES – COST REIUMBURSEMENT

E.2 INSPECTION AND ACCEPTANCE

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

USAID/Haiti
 American Embassy
 Boulevard 15 Octobre
 Tabarre 41
 Tabarre , Haïti

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

All activities will also be approved and accepted by the COTR who will also certified that works for which payment is requested by the contractor has been satisfactorily completed.

E.3 MONITORING AND EVALUATION PLAN, INCLUDING PERFORMANCE STANDARDS

The Contractor shall maintain up-to-date the monitoring and evaluation plans (to include benchmarks, milestones, deliverable, results, performance indicators and standards, etc.) for contract. The accepted plan will be incorporated into the contract upon award. If the Contract specifies performance standards/indicators, the respective COTR and CO will evaluate the contractor's performance based on such standards.

[END OF SECTION E]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE
52.242-15	STOP-WORK ORDER Alternate I (APR 1984)
52.247-34	FOB DESTINATION
52.248-48	FOB. DESTINATION - EVIDENCE OF SHIPMENT

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract shall be 36 months from the award date.

F.3 DELIVERABLE

The Contract deliverables for this project are delineated in Section C of this Contract and form part of this Section F by reference.

F.4 PERFORMANCE STANDARDS

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

F.5 REPORTS

In addition to the requirements set forth for submission of reports in Sections C (VII deliverables), and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit one (1) hardcopy of the following reports to USAID, as well as one (1) electronic

copy. Reports shall be in English and French and provided to the COTR and the contracting officer.

a. Monthly Progress Reports

The Contractor shall submit Monthly Progress Reports to the COTR and Contracting Officer not later than the tenth working day following the end of the month. The reports shall, as a minimum requirement, include the following:

(1) An executive summary of current activities. The summary shall include the status of: construction progress, materials procurement, quality control program, environmental mitigation measures as set forth in the Environment compliance section H.28, variation orders, important decisions, approvals issued, major meetings, and other significant activities pertinent to the project.

(2) Presentation of problem areas, current or foreseen, together with recommendations for resolving these problems and attendant schedules for their resolution. Problems requiring USAID intervention should be highlighted.

(3) Anticipated activities for the following month.

(4) Presentation of progress accomplished versus progress scheduled in curve or chart form. In addition, summary Contractor and subcontractor schedule updates are to be included. When appropriate, a discussion is to be included for any significant potential or actual slippage in schedule and the steps being taken to avoid or make recovery.

(5) The reports shall be supported, as required, by statistical tables, charts, financial information, selected photographs, or other information that will contribute to a concise, yet comprehensive report.

b. Quarterly Progress Reports

The Contractor shall submit Quarterly Progress Reports to the COTR and Contracting Officer not later than fifteen (15) days following the end of the reporting period. Quarterly Progress Reports shall be similar in format to the Monthly Progress Reports, but shall not be in as great detail. The reports shall, as a minimum requirement, include the following:

(1) The reports shall summarize the Contractor's activities and give highlights of the major elements of the project. Coverage should be focused on accomplishments, costs, schedules, and major problems.

c. Monthly Financial Summaries

The Contractor shall submit monthly financial summaries for their contract and each subcontract showing cost to-date, budget estimate, advances, contractual obligation, variation orders, anticipated variation orders and estimated cost to complete. The Monthly

Financial Summaries shall be submitted to the COTR and Contracting Officer not later than the tenth working day following the end of the month.

d. Ad-hoc Reports:

In addition to the reports outlined above, the contractor may be required to provide additional reports, as needed, for the involved activity.

e. Final Report:

The Contractor will provide a concise final report within one month of the completion of the contract.

f. Accrual Reports:

The Contractor will submit an estimated accrual report to the COTR including the following:

- (1) Total amount obligated
- (2) Total amount invoiced
- (3) Total amount expended but not yet invoiced
- (4) Remaining unexpended funds.

The Contractor shall submit these reports to the COTR identified in the contract in accordance with the reporting schedule.

F.6 KEY PERSONNEL

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

NAME	TITLE

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

F.7 PERFORMANCE EVALUATION

Interim and Final Contractor Performance Reports

- (a) Completion Evaluations. The Contractor will receive an assessment of performance under the contract. Assessments of contractor performance shall be completed, no later than, one month after completion of the project. All assessment will be carried out by the respective COTR under the overall direction of the respective CO. The Contractor shall have 5 calendar days to comment on and/or rebut the assessment. The Agency shall consider the Contractor's comments or rebuttal and make a final determination.
- (b) Evaluation of the Contractor's overall performance in accordance with FAR 42.15 and corresponding USAID procedures, the Contractor's performance will be evaluated at contract completion, utilizing the performance standard set forth below.

The factors to be assessed are:

1. Quality of Product or Service
2. Cost Control
3. Timeliness of Performance
4. Business Relations
5. Meeting Small Business and Small Disadvantaged Business Subcontracting Requirements/Goals
6. Effectiveness of Key Personnel and Subcontractors

F.8 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

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

(1) Distribution.

(i) At the same time submission is made to the CTO, the contractor shall submit, one copy each, of 3 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:

(A) Via E-mail: docsubmit@dec.cdie.org;

(B) By mail (for pouch delivery
DEXS Document Submissions
M/CIO/KM/DEC
RRB M.01-010
WashingtonDC 20523-6100:

(C) Via Fax: (301) 588-7787; or

(D) Online: <http://www.dec.usaid.gov>.

(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 data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

F.9 KEY PERSONNEL

Applicants may propose up to 4 key positions and personnel and shall provide:

- Description of responsibilities and rationale for the key position(s).
- Narrative description (1 page max) of experiences and qualifications for the proposed personnel for the key position(s).
- Resumes for the proposed personnel for the key position(s).

At a minimum, the Key Personnel must include a Program Director with the following qualifications:

- At least ten years of experience with successfully implementing and managing donor-funded Improved Cooking Technology programs in low-income developing countries;
- Extensive experience with identifying, developing and growing clean energy businesses in developing countries through business development support.
- Demonstrated program leadership skills;
- Strong knowledge of carbon finance and the barriers and opportunities for expanding the market for LPG and improved biomass cook stoves;
- Willingness to be based in Port au Prince; and
- Fluency in English and French language.

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

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

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

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

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

BY: _____

TITLE: _____

DATE: _____

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

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

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

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

USAID/HAITI
 Contracting Office
 Boulevard 15 Octobre
 Tabarre 41
 Tabarre, Haiti

G.3 Contracting Officer Technical Representative (COTR)

The Contracting Officer Technical Representative will be designated at the time of award.

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

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

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

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

(d) In the absence of the designated COTR, the COTR may designate someone to serve as COTR in their place. However, such action to direct an individual to act in the COTR'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 COTR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

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

G.5 AIDAR 752.242-70 PERIODIC PROGRESS REPORTS (JUL 1998)

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

(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 Contracting Officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

G.6 PAYING OFFICE

The paying office for this contract is:

USAID/Haiti
Office of Management
Bld 15 Octobre
Tabarre 41
Tabarre, Haiti

E-mail : haitivoucher@usaid.gov

Payment procedures;

Payments shall be in United States Dollars. Supplier shall submit proper invoices to USAID for Delivered Goods and Related Services that have been successfully performed, in accordance with payment terms submitted in the Cost Proposal. Each invoice shall provide the following information:

- a. Supplier name, invoice date, and delivery date (for Delivered Goods) or performance date (for Related Services), as applicable;
- b. Complete account and bank SWIFT number if payment by means of electronic funds transfer is preferred,
- c. Contract number;
- d. Description of each type of Delivered Goods and Related Services included in the invoice, together with the applicable Unit Price of the Bill of Quantities.

In addition, the certified invoice shall be accompanied by such other documentation as may be requested by USAID’s Engineer –and/or the COTR.

G.7 ACCOUNTING AND APPROPRIATION DATA

TBD.

G.8 CONTRACTOR'S PAYMENT ADDRESS

(To be provided by the Contractor)

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) AIDAR 48 CFR Chapter 7	
AIDAR 752.7027 1990	PERSONNEL	DEC
AIDAR 752.228-3 FAR 52.228-3 1984	WORKERS' COMPENSATION INSURANCE WORKERS' COMPENSATION INSURANCE	APR

H.2 AIDAR 752.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)

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

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

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

(c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors

a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

H.3 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 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 shall 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 shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:

- (1) Agricultural commodities,
- (2) Pharmaceuticals and contraceptive items,
- (3) Pesticides,
- (4) Fertilizer,
- (5) Used equipment, or
- (6) 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, and has received payment for such purposes, the Contracting Officer may require the Contractor to refund the entire amount of the purchase.

H.4 AUTHORIZED GEOGRAPHIC CODE

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

H.5 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support.

H.6 LANGUAGE REQUIREMENTS

All key personnel will be conversant in English in order to be eligible to provide the services hereunder. French and/or Creole is highly desirable.

H.7 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

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

H.8 REPORTING OF FOREIGN TAXES

(a) Final Reports. The Contractor must submit two reports: (i) A final report.

(b) Contents of Report. The reports must contain: (i) Contractor name. (ii) Contact name with phone, fax and email. (iii) Agreement number(s). (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance 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 report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31. (vii) The final report is

an updated cumulative report of the interim report. (viii) Reports are required even if the contractor/recipient did not pay any taxes during the report period. (ix) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.

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

(d) Where. Submit the reports to:
 Controller's Office & COTR
 USAID/Haiti
 American Embassy
 Boulevard 15 Octobre
 Tabarre 41
 Tabarre , Haïti

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

H.9 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.10 ELECTRONIC SUBMISSION OF DOCUMENTS

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

H.11 AIDAR 752.7007 PERSONNEL COMPENSATION (JUL 2007)

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

H.12 SECURITY CONDITIONS

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

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

H.13 SECURITY PROTOCOL

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

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

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

H.14 SECURITY REPORTING

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

H.15 LIFE SUPPORT AND SECURITY SERVICES

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

H.16 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

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

H.17 STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID CONSTRUCTION CONTRACTS (JULY 2007)

- (a) One of the objectives of the USAID Disability Policy is 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. As part of this policy USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs). The full text of the policy paper can be found at the following website: http://www.usaid.gov/about_usaid/disability/.
- (b) USAID requires the contractor to comply with standards of accessibility for people with disabilities in all structures, buildings or facilities resulting from new or renovation construction or alterations of an existing structure.
- (c) The contractor will comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there are no host countries or regional standards for universal access, or where the host country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA must be used.
- (d) New Construction. All new construction will comply with the above standards for accessibility.
- (e) Alterations. Changes to an existing structure that affect, or could affect, the usability of the structure will comply with the above standards for accessibility unless the contractor obtains the Contracting Officer's advance approval that compliance is technically infeasible or constitutes an undue burden or both. Compliance is technically infeasible where structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements of the standard. Compliance is an undue burden where it entails either a significant difficulty or expense or both.
- (f) Exceptions. The following construction related activities are excepted from the requirements of paragraphs (a) through (d) above: (1) Normal maintenance, re-roofing, painting or wallpapering, or changes to mechanical or electrical systems are not alterations and the above standards do not apply unless they affect the accessibility of the building or facility; and (2) emergency construction (which may entail the provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures, or provision of temporary structures) intended to be temporary in nature. A portion of emergency construction assistance may be provided to people with disabilities as part of the process of identifying disaster- and crisis-affected people as "most vulnerable."

H.18 SPECIAL CONTRACT REQUIREMENTS

- a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ads/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are

identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Offeror environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFP.

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

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

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

e) 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.

f) To ensure compliance with the USAID environmental regulation 22 CFR 216, the Implementing Partner (IP) is responsible for providing USAID Haiti with an Environmental Mitigation Plan and Report (EMPR), as outlined in the applicable document (attachment X): “Guidelines for Implementing Partners on the USAID Haiti Environmental Mitigation Plan & Report.” The Implementing Partner shall ensure that appropriate environmental guidelines are followed, that mitigation measures described in the pertinent Threshold Decision for each of these activities are funded and implemented, including any necessary training or capacity building, and adequate monitoring.

H.19 CODE OF CONDUCT FOR THE PROTECTION OF BENEFICIARIES OF ASSISTANCE FROM SEXUAL EXPLOITATION AND ABUSE IN HUMANITARIAN RELIEF OPERATIONS

As a condition for this award, it is understood by USAID and affirmed by the Recipient that the Recipient has adopted a code of conduct for the protection of beneficiaries of assistance from sexual exploitation and abuse in humanitarian relief operations. Such code of conduct must be consistent with the UN Interagency Standing Committee on Protection from Sexual Exploitation and Abuse in Humanitarian Crises, which includes the following core principles:

(1) Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment;

(2) Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally; mistaken belief in the age of a child is not a defense;

(3) Exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading, or exploitative behavior is prohibited; this includes exchange of assistance that is due to beneficiaries.

(4) Sexual relationships between humanitarian workers and beneficiaries are strongly discouraged since they are based on inherently unequal power dynamics. Such relationships undermine the credibility and integrity of humanitarian aid work.

(5) Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same humanitarian aid agency or not, s/he must report such concerns via established agency reporting mechanisms.

(6) Humanitarian workers are obliged to create and maintain an environment which prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have particular responsibilities to support and develop systems which maintain this environment.”

H.20 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

The contractor agrees to provide the following information to the Mission Executive 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.21 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JUL 2007)

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

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

(b) Exceptions.

(1) 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.

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

Note: Procedure to Apply for Medevac Insurance from Medex

(a) *www.medexassist.com*

(b) *Click on "Medex Group"*

(c) *scroll down to "USAID contractors and NGO" and Click*

(d) *Click on "Enroll here"*

(e) *Fill out form and answer Q: Are you working under a direct vendor contract with USAID "Yes" and ensure you have PSC contract number which you will be asked for later.*

(f) *The rest of the form and procedures should be easy.*

(g) *Contact number if problem is 1-800-537-2029 Eastern Standard Time M-F 8-5.*

H.22 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

All reports generated and data collected during this project shall be considered confidential and shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document, without the express written approval of the CO. All findings, conclusions and recommendations shall be considered confidential and proprietary.

H.23 DISCLOSURE OF INFORMATION

(a) Offerors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM or the Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.

(b) Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

(c) In performance of this contract, the Contractor assumes responsibility for the protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.

(d) Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

H.24 SUBCONTRACTING CONSENT

In order for the offeror to receive consent to subcontract; it shall address each of the elements in FAR 44.202-2 for each subcontractor. The following list constitutes the approved subcontractors under this contract: *[TO BE INSERTED AT AWARD]*.

H.25 CHOICE OF LAW - AUGUST 7, 2005

This contract, and all questions relating to its formation, validity, interpretation and performance, shall be governed by the federal law of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

H.26 SUBCONTRACTING WITH GOVERNMENT OR QUASI-GOVERNMENT ENTITIES – AUGUST 17, 2005

No subcontracting with any government or quasi-government entity shall be conducted under this award unless a specific waiver is approved for this purpose.

H.27 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

In accordance with this clause, the Contracting Officer hereby provides prior written approval for international travel, provided that concurrence with the assignment of individuals outside the United States is obtained by the Contractor, in writing, from the COTR prior to their assignment abroad, which must be within the terms of this contract, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor

shall retain for audit purposes a copy of each travel concurrence.

H.28 ENVIRONMENTAL COMPLIANCE

Environmental Compliance Language for Cook Stove Project

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), often referred to as Reg. 216. In addition, the contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

The proposed activities are covered by an Initial Environmental Examination (LAC-IEE-11-16—Pillar A (Part 3) Energy). The Environmental Threshold Decision issued for this IEE on November 19, 2010 determined that certain Cook Stove program activities fall into the Negative with Conditions category. This category requires the implementing partner to prepare an Environmental Mitigation and Monitoring Plan which must be approved by USAID/Haiti before any funds may be expended to implement the covered activities. Subsequent environmental monitoring and reporting on mitigation effectiveness is also the responsibility of the contractor. Guidelines on mitigation and monitoring are attached (see Attachment # 3).

Compliance with all Reg. 216 requirements is required. Costs associated with this compliance (preparation of the required documentation, costs of environmental monitoring and reporting for the life of the project) shall be borne by the contractor. These activities shall be addressed in the project Work Plan. The above-mentioned IEE addresses most of the activities anticipated to be implemented under the contract, however, when in doubt about the type of Determination assigned to an activity, the Mission will provide guidance.

[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
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)
52.202-1	DEFINITIONS
52.203-3	GRATUITIES
52.203-5	COVENANT AGAINST CONTINGENT FEES
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	ANTI-KICKBACK PROCEDURES
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	DISPLAY OF HOTLINE POSTER(S)
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
52.204-1	APPROVAL OF CONTRACT
52.204-2	SECURITY REQUIREMENTS
52.203-3	TAXPAYER IDENTIFICATION
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-5	WOMEN -OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
52.204-6	DATA UNIVERSAL AND NUMBERING SYSTEM (DUNS) NUMBER
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT
52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATION
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS
52.204-11	AMERICAN RECOVERY AND REINVESTMENT ACT REPORTING REQUIREMENTS
52.207-2	NOTICE OF STREAMLINED COMPETITION
52.207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT

52.207-5	OPTION TO PURCHASE EQUIPMENT
52-208-8	REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA
52.209-1	QUALIFICATION REQUIREMENTS
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS
52.209-8	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS
52.211-1	AVAILABILITY OF SPECIFICATION LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATION, STANDARDS AND COMMERCIAL ITEM DESCRIPTION, FPMR PART 101-29
52.211-2	AVAILABILITY ODF SPECIFICATION, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)
52.211-3	AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS
52.211-4	AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL INDEX DESCRIPTIONS
52.211-7	ALTERNATIVES TO GOVERNMENT-UNIQUE STANDARDS
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE.
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	SUBMISSION OF OFFERS IN U.S CURRENCY
52.215-1	INSTRUCTION TO OFFERORS-COMPETITIVE ALTERNATE I ALTERNATE II
52.215-2	AUDIT AND RECORDS—NEGOTIATION ALTERNATE I ALTERNATE II ALETERNATE III
52.215-3	REQUEST FOR INFORMTION OR SOLICITATION FOR PLANNING PURPOSES
52.215-5	FACSMILE PROPOSALS
52.215-6	PLACE OF PERFORMANECE
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-9	CHANGES OR ADDITION TO MAKE OR BUY PROGRAM ALTERNATE I ALTERNATE II
52.215-22	LIMITATIONS ON PASS THROUGH CHARGES IDENTIFICATION OF SUBCONTRACT EFFORT
52.215-23	LIMITATIONS ON PASS THROUGH CHARGES ALTERNATE I
52.216-1	TYPE OF CONTRACT
52.216-7	ALLOWABLE COST AND PAYMENT
52.216-8	FIXED-FEE
52.216-23	EXECUTION AND COMMENMENT OF WORK
52.216-24	LIMITATION OF GOVERNMENT LIABILITY
52.216-25	CONTRACT DEFINITIZATION

52.216-26	PAYMENT OF ALLOWABLE COST BEFORE DEFINITIZATION
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	CONVICT LABOR
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
52.223-14	TOXIC CHEMICAL RELEASE REPORTING
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN
52.225-25	PROHIBITION ON ENGAGING TO SANCTIONED ACTIVITIES RELATING TO IRAN CERTIFICATION PURCHASES
52.227-14	RIGHTS IN DATA--GENERAL
52.227-16	ADDITIONAL DATA REQUIREMENTS
52.227-17	RIGHTS IN DATA--SPECIAL WORKS
52.227-18	RIGHTS IN DATA EXISTING WORKS
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	INTEREST
52.232-18	AVAILABILITY OF FUNDS
52.232-22	LIMITATION OF FUNDS
52.232-23	ASSIGNMENT OF CLAIMS
52.232-25	PROPMPPT PAYMENT ALTERNATE I
52.233-1	DISPUTES ALTERNATE I
52.233-2	SERVICE OF PROTEST
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	BANKRUPTCY
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)
52.244-5	COMPETITION IN SUBCONTRACTING
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)
52.246-25	LIMITATION OF LIABILITY--SERVICES
52.248-1	VALUE ENGINEERING
52.249-6	TERMINATION (COST-REIMBURSEMENT)
52.249-14	EXCUSABLE DELAYS
52.253-1	COMPUTER GENERATED FORMS
752.202-1	DEFINITIONS
752.211-70	LANGUAGE AND MEASUREMENT
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS

752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES
752.232-70	LETTER OF CREDIT ADVANCE PAYMENT
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS
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I.2 COMMUNICATIONS PRODUCTS (OCT 1994)

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

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

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

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

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include

research, writing and other editorial services (including any associated overhead), design, layout and production costs.

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

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

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

I.3 FAR 52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(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 entering the required information in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

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

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

(3) With the exception of the Contractor, only Government personnel and authorized users performing business on behalf of the Government will be able to view the Contractor's record in the system. Public requests for system information will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

I.4 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

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

I.5 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued;
or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.6 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.7 FAR 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

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

"All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

"Appropriate office of the State employment service system," means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Veteran of the Vietnam era" means a person who--

- (1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964 and May 7, 1975.

(b) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as --

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings.

(1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability.

(1) This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings.

(1) The Contractor agrees to post employment notices stating

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to

employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

I.8 INSURANCE AND SERVICES

Pursuant to **AIDAR 752.228-3** Worker's Compensation Insurance (Defense Base Act), incorporated by reference under **Section I** herein, to obtain DBA insurance contractors are to contact **Allied World Assurance Company**. Allied World Assurance Company is the only insurance underwriter authorized to write DBA insurance under USAID contracts as of **March 1, 2010**. To obtain DBA insurance, contractors are to contact Allied's agent, Aon Risk Insurance Services West, Inc. at:

(A) 199 Fremont St, Suite 1700
San Francisco, CA 94105
Primary contact: Fred Robinson Phone (415) 486-7516
Secondary contact: Gloria Richardson Phone (415) 486-7563

or

(B) 1120 20th St, NW, Suite 600
Washington DC 20036
Primary contact: Ellen Rowan Phone (202) 862-5306
Secondary contact: Chris Thompson Phone (202) 862-5302

I.9 NOTIFICATION OF CHANGES

In accordance with FAR 52.243-7, Notification of Changes, the Contractor shall notify the Contracting Officer in writing promptly, within 30 calendar days from the date that the Contractor identifies any Government conduct that the Contractor regards as a change to the contract terms and conditions. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing.

I.10 AIDAR 752.245-70 GOVERNMENT PROPERTY -- USAID REPORTING REQUIREMENTS

The term "Government furnished property" wherever it may appear in the following clause, shall mean (1) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor and (2) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of this contract and identified by such officer as accountable. The term "government property", wherever it may appear in the following clause, shall mean government-furnished property and non-expendable personal property title to which vests in the U.S. Government under this contract. Non-expendable property, for purposes of this contract, is defined as property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.

Reporting Requirement: to be inserted following the text of the FAR clause.

Reporting Requirements: The contractor will submit an annual report on all non-expendable property in a form and manner acceptable to USAID substantially as follows:

**ANNUAL REPORT OF GOVERNMENT PROPERTY
IN CONTRACTOR'S CUSTODY**

(Name of Contractor)

As of (End of Contract Year), 19xx

	Motor Vehicles	Furniture and furnishings-- Office Living quarters	Other non-expendable property
<hr/>			
A. Value of property as of last report.			
B. Transactions during this reporting period.			
1. Acquisitions (add):			
a. Purchased by contractor 1/			
b. Transferred from USAID 2/			
c. Transferred from others- Without reim- bursement 3/			
2. Disposals (deduct):			
a. Returned to USAID			
b. Transferred to USAID-Contractor Purchased			
c. Transferred to other Government agencies 3/			

d. Other disposals 3/

C. Value of property as
of reporting date.

D. Estimated average
age of contractor
held property

Years

Years

Years

PROPERTY INVENTORY VERIFICATIONS

I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability records maintained for Government property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is as cited opposite line D above.

Authorized Signature.

I.11 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)

(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 subsidiary, 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, will 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 will 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 will 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.

I.12 FAR 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 subsection 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 will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; 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>.
(End of clause)

I.13 FAR 52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)

(a) Definitions. As used in this clause—

“Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

“Combatant commander” means the commander of a unified or specified combatant command established in accordance with [10 U.S.C. 161](#).

“Designated operational area” means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

“Supporting a diplomatic or consular mission” means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) General.(1) This clause applies when Contractor personnel are required to perform outside the United States—

(i) In a designated operational area during—

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission—

(A) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger_pay_all.asp); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under [38 U.S.C. 106](#) note.

(c) Support. Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.* (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause shall be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received—

(A) A country clearance or special area clearance, if required by the chief of mission;

And

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that—

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the

conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) Processing and departure points. The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to—

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) Personnel data. (1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer shall inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) Contractor personnel. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) Weapons. (1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The Regional Security Officer may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) Military clothing and protective equipment. (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) Evacuation. (1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government shall provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) Personnel recovery. (1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government shall assist in personnel recovery actions. (2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, shall provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) Notification and return of personal effects. (1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die in the area of performance shall be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel shall be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2)(i) If this contract was awarded by an agency other than DoD, the Contractor is

responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with [10 U.S.C. 1486](#), the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States—

(1) In a designated operational area during—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission—

(i) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger_pay_all.asp); or

(ii) That the Contracting Officer has indicated is subject to this clause.

(End of clause)

[END OF SECTION I]

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

ATTACHMENT # 1

USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

A copy of the biographical data sheet is not included as an attachment on the electronic version of the RFP. Copies of the form can be found on the website at:

http://www.usaid.gov/procurement_bus_opp/procurement/forms/

ATTACHMENT # 2

SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

Copies of the form can be found on the internet at:

http://www.usaid.gov/procurement_bus_opp/procurement/forms/

ATTACHMENT # 3

ENVIRONMENTAL MITIGATION AND MONITORING GUIDELINES

**ATTACHMENT # 4
NEXANT FINAL REPORT**

ATTACHMENT # 5
ANNEXES TO NEXANT FINAL REPORT

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

K.1 FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

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

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other_____.

(f) Common parent.

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

- Name and TIN of common parent:

Name _____

TIN _____

**K.3 FAR 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
(MAY 1999)**

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

**K.4 FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)**

(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 or: 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 three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the

Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **236220, Commercial and Institutional Building Construction.**

(2) The small business size standard is **\$33,500,000 (\$33.5 Million).**

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

(b) Representations.

(1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

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

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

and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.6 FAR 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JAN 1997)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.) Offeror's number of employees for the past 12 months (check this column if size standard in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million

_____ 751 - 1,000 _____ \$10,000,001 - \$17 million
 _____ Over 1,000 _____ Over \$17 million

K.7 FAR 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

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

(b) Representations.

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

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

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

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

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

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

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

disadvantaged business concern that is participating in the joint venture:_____.]

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

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.8 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 FAR 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

- (a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.10 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)

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

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

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

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

- (c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: _____

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

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

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

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

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

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period

immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under 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 \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 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 \$25 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.11 AIDAR 752.226-1 DISADVANTAGED ENTERPRISE REPRESENTATION (APR 1991)

The offeror/contractor shall submit a representation in the following form to the contracting officer:

(a) Representation. The offeror represents that:

(1) It [] is, [] is not a small disadvantaged business.

(2) It [] is, [] is not an historically black college or university, as designated by the Secretary of Education pursuant to 34 CFR 608.2.

(3) It [] is, [] is not a college or university having a student body in which more than 40 percent of the students are Hispanic American.

(4) It [] is, [] is not a private voluntary organization which is controlled by individuals who are socially and economically disadvantaged.

(b) Definitions.

(1) "Asian Pacific Americans," as used in this provision means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

(2) "Controlled by socially and economically disadvantaged individuals" means management and daily business are controlled by one or more such individuals.

(3) "Native Americans," as used in this provision means American Indians, Eskimos, Aleuts, and native Hawaiians.

(4) "Owned by socially and economically disadvantaged individuals" means at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals.

(5) "Small business concern," as used in this provision, means a U.S. concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualifies as a small business under the criteria and size standards in 13 CFR 121.

(6) "Small disadvantaged business," as used in this provision, means a small business concern that:

(i) Is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals; and

(ii) Has its management and daily business controlled by one or more such individuals.

(7) "Subcontinent Asian Americans," as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and women.

K.12 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.13 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.14 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

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

K.15 SIGNATURE

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

Solicitation No. _____

Offer/Proposal No. _____
 Date of Offer _____
 Name of Offeror _____
 Typed Name and Title _____
 Signature _____ Date _____

K.16 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005).

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) 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 (b) 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 (b) applies.
- (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) 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.

K.17 AUTHORIZED NEGOTIATORS

The Offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

K.18 FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) ([42 U.S.C. 11023](#)) and section 6607 of the Pollution Prevention Act of 1990 (PPA) ([42 U.S.C. 13106](#)), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, [42 U.S.C. 11023\(b\)\(1\)\(A\)](#);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, [42 U.S.C. 11023\(f\)](#) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C ([42 U.S.C. 6921](#), *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas..

52.236-28 Preparation of Proposals—Construction.

As prescribed in [36.520](#), insert the following provision:

Preparation of Proposals—Construction (Oct 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms; and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including—

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

[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
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997)
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION ALTERNATE II (OCT 1997)
52.215-16	FACILITIES CAPITAL COST OF MONEY

L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) 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 number or ``DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should 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 should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, 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).

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

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

L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulations, 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:

Gary C. Juste
Contracting Officer
SAID/HAITI

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

L.5 GENERAL INSTRUCTIONS TO OFFERORS

(a) Electronic responses are required for receipt of this solicitation.

(i) the Offeror must submit the proposal via internet email (2MB limit) per email compatible with MS WORD, Excel, /or WordPerfect in a MS Windows environment. There has been a problem with the

receipt of *.zip files due to anti-virus software. Therefore, Offerors are discouraged from sending files in this format as we can not guarantee their acceptance by the internet server.

Please submit your proposals to the e-mail addresses below by 15:00 local time, Haiti,10/31/2011. Receipt by any one of these addressees will constitute timely receipt for this RFP. You will receive a confirming receipt from us via email.

The addresses for the receipt of proposals are llherisson@usaid.gov and oaahaiti@usaid.gov

Offerors are reminded that e-mail is NOT instantaneous, in some cases delays of several hours occur from transmission to receipt. For this RFP the initial point of entry to the government infrastructure is USAID's Washington mail server. Offerors are strongly encouraged to review FAR 15.208.

(ii) Hand delivered proposals (including commercial courier) and facsimile transmission will not be accepted.

iii) 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) Government Obligation

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

(c) Questions

Questions regarding this RFP may be submitted via internet e-mail to llherisson@usaid.gov; and oaahaiti@usaid.gov both questions and answers to questions will be posted at www.FedBizOpps.gov. We will not identify the firm asking the questions.

L.6 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) The Technical Proposal in response to this solicitation should address how the Offeror intends to accomplish the interventions/outcomes in the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M and clearly indicate how the offeror's qualifications meet the requirements in Section C. The past performance references required by this section shall be included in the technical proposal.

(b) The technical proposal is limited to 40 pages.

We will provide to the Technical Evaluation Committee only the first (40) pages of the Technical Proposal as submitted. We do not specify paper or font type and size, but Offerors should remember that the evaluation committee has to be able to read the proposal. Please be careful especially in

reducing tables or charts to the point that they are not readable. Graphics may be in a form and format of the Offeror's choice. Items such as cover letters, table of contents, dividers, blank pages, graphs, charts, and attachments (e.g. tables summarizing qualifications of proposed personnel, past performance report forms) WILL BE included in the 40pages limitation. Each page should be sequentially numbered.

The technical proposal may be submitted in a PDF format, to ensure that pagination and formatting are preserved

(c) The technical proposal should, at a minimum, include the following (in additional to other requirements that have been outlined in other sections of this document. Detailed information should be presented only when required by specific RFP instructions):

- A brief statement of the Offeror's Technical Approach to achieving the stated goals. Methodology, including key benchmarks, activities, meetings, trainings, travel, seminars and presentations.
- A timetable mobilization plan for executing the methodology and suggested dates for reports and benchmarks. (Refinements to the timetable will be developed and agreed upon with the Cognizant Technical Officer.
- Program Work Plan - The selected Contractor shall develop a detailed Work Plan for the life of the contract, which includes a Performance Milestone Plan to provide the basis for performance monitoring.
- Brief resume or CV for each Key Personnel(Offerors should propose personnel from Haiti and the region to the maximum extent possible)
- A listing of references who can attest to the satisfactory performance of the offeror in similar work. Offerors should submit a brief description of relevant past performance. These must address topics such as quality of the work, timeliness, business relationships, and customer satisfaction. When evaluating past performance, the Offeror is not required to submit specific Contractor Performance Reports; we will obtain these directly from our database.
- An explanation of the Offeror's past working relationship with each proposed subcontractor. A detailed description of the Offeror's past use of small businesses as well as a brief plan explaining how small businesses are to be utilized in this Contract.
- Results are integral parts of this RFP and offerors and NGO/FBO partners' activities must reflect a thorough understanding of the priorities and strategies expressed therein.
- Offerors shall provide a schedule of when the outcomes listed in Section C can be expected to be completed.

L.7 INSTRUCTIONS REGARDING KEY PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming his/her present intention to serve in the stated position and his/her present availability to serve for the term of the proposed contract. Please refer to Section C (VI Key personnel for more detail).

L.8 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

Offerors must provide the budgets in Excel worksheet. If possible, we request that the Offeror's detailed worksheets in support of this summary be provided in one large spreadsheet with linkages to the summary worksheet, to ease analysis. This is not a requirement, however.

No page limit has been established for the Cost Proposal.

Additionally the Cost Proposal should include:

- a) A line-item narrative is requested for each of the budget line items.
- b) If the offeror is a joint venture or partnership, the business management proposal must include a copy of the agreement between the parties to the joint venture/partnership,
- c) Signed representations and certifications, as set forth in Section K of this solicitation for the prime and subcontractors.
- d) Personnel policies
- e) Travel policies
- f) Procurement policies
- g) Letters of commitment from key personnel, who are not currently employees of the firm.
- h) Biographical data sheets (AID 1420-17)
- i) List of proposed nonexpendable property and
- j) A completed and signed SF 33 and acknowledgment of any amendments to the RFP.

[END OF SECTION L]

SECTION M - EVALUATION FACTORS FOR AWARD

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
FAR 52.252-3	ALTERATIONS IN SOLICITATION	APR 1984

M.2 EVALUATION CRITERIA

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

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

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

(c) The criteria below are presented by major category, with relative order of importance, so that Offerors will know which areas require emphasis in the preparation of proposals. **All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.**

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

Technical proposals will be evaluated in accordance with the following evaluation criteria :

M.2.1 Evaluation of Technical proposal: 100%

Technical Approach: 30%

Applications should demonstrate a strong understanding of best practices in designing and implementing Improved Cooking Technology programs in countries such as Haiti where there are numerous barriers for the uptake of improved cook stoves and LPG. The applicant should propose technical approaches that are sound and effective in overcoming likely barriers to completing the tasks outlined in the SOW. The approach should clearly describe the sequencing of activities, identify risks that may impact their implementation, and describe the actions the applicant would take to address these risks.

The proposal should clearly show how the approach described will build sustainable markets for improved cooking technologies that will continue to expand beyond the end of the program. This should include how the applicant will develop profitable improved cooking technology businesses and generate demand for selected products. The proposal should highlight how carbon finance will be used to develop the market. Where subsidies are included, the applicant should describe how they may be phased out so as to minimize impact on the market.

M.2.2. Key Personnel: 20%

The applicant should explain and demonstrate technical and managerial qualifications of proposed key personnel, relevant language skills, ability to travel or be based in Port au Prince, Haiti, and the extent to which their responsibilities are responsive to and enhance the SOW tasks. Experience with and knowledge of business development, improved cooking technologies and their use in developing countries should be highlighted. The applicant should demonstrate their ability to access additional qualified expertise as required in the United States and abroad.

A complete and current resume must be submitted for each key personnel position, detailing the requisite qualifications and experience of the individual and references with contact information. Resumes may not exceed five (5) pages in length. Qualifications, experience and skills shall be placed in chronological order starting with most recent information. Each resume shall be accompanied by a signed letter of commitment from each candidate indicating his/her: (a) availability to serve in the stated position, in terms of days after award; (b) intention to serve for a stated term of the service; (c) agreement to the compensation levels which corresponds to the levels set forth in the cost proposal; and (d) prior work experience with the Prime contractor or subcontractor (if nominated by a subcontractor). The letter of commitment must specify the length of commitment to the position. Applicants shall also submit a minimum of three (3) references of professional contacts within the last three years; with current and complete contact information, to include email addresses, for each proposed candidate.

M.2.3. Past Experience: 20%

The applicant should demonstrate strong experience with implementing Improved Cooking Technology programs, especially those that develop profitable businesses and markets, including brief description and results of recently completed, ongoing or planned programs. The application should highlight results and the successful approaches taken to achieve them. The applicant should describe any challenges encountered to their implementation and measures taken to successfully address them. The applicant should describe how the program stimulated the market for improved cooking technologies and how results are being taken to scale. In addition, the applicant shall provide information to demonstrate corporate capability to effectively organize, manage, administer, recruit local staff and consultants, and provide financial oversight for similar and relevant programs.

M.2.4. Partnership Strength and Management Structure: 15%

The application must show the partners' complementary strengths and a clearly defined vision of how the partners can cooperate to implement the activities and achieve the program goals. Commitment letters from partners should be included. Note that the applicant does not need to identify all local partners as some may only be identified once the program is underway (e.g. local stove retailers and producers). The proposed activities must be well within the technical capabilities of the assembled partnership. The application should demonstrate potential leverage from partners (e.g. private investors

for carbon credits). The contractor should propose a management structure that will ensure smooth implementation of the program activities through effective communication and coordination between the partners.

M.2.5. Past Performance: 15%

Applicants are required to provide past performance references. Past performance references shall be provided to allow the USAID Technical Evaluation Committee to evaluate the ability of the applicant to successfully design and implement the activities described in this statement of work. Past performance references will initially be reviewed to determine those that are relevant. Relevant past performance are contracts of similar services provided in countries with similar working environment.

M.2.6 Evaluation of Cost proposals:

Cost analyses (defined in FAR 15.404-1(C)) and cost realism analyses (defined in FAR 15.404-1(d)) will be conducted to evaluate the reasonableness and allowability of individual cost elements. Consideration will also be given to the amount proposed for subcontract/subgrants to local facilitators as a percentage of the overall proposed budget.

Cost proposals will be evaluated as follows:

1. Efficiency of use of resources, and leveraging other resources
toward accomplishment of the Contract's objectives and overall sustainability
2. Total Estimated Cost (TEC)

Cost Realism will be handled as a responsibility determination. Either the costs are or are not reasonable.

[END OF SECTION M]