



# USAID | COLOMBIA

FROM THE AMERICAN PEOPLE

Date Issued: December 16, 2020  
Questions Due date and time: January 6, 2021 – 15:00 Bogota Time (LT)  
Past Performance Information due date and time: February 2, 2021 – 15:00 LT  
Closing Date and time: February 16, 2021 – 15:00 LT

**Subject:** Request for Proposals (RFP) No. 72051421R00001 - USAID/Colombia's Venezuela Response and Integration Activity

The United States Agency for International Development (USAID) represented by the United States Agency for International Development Mission to Colombia (USAID/Colombia), is seeking proposals to provide services in support of the Government of Colombia (GOC) in its commitment to respond to the Venezuela Migration Management challenges for USAID/Colombia as described in the attached Request for Proposals (RFP).

The authorized Principal Geographic Code for this solicitation is 937. The NAICS Code for this solicitation is 541990 – All Other Professional, Scientific and Technical Services.

USAID anticipates awarding a single-holder Indefinite Delivery, Indefinite Quantity contract (IDIQ) and Task Order 1 (See [Attachment J.1](#)) simultaneously. Any additional Task Orders will be placed in accordance with [Section H.35 - Ordering procedures](#). The total estimated value/ceiling of the IDIQ is \$160,000,000 over the five-year ordering period. **The estimated total cost of Task Order 1 is between \$35,000,000 and \$45,000,000.** There is no guarantee on the number of Task Orders that the successful Contractor will receive or the amount of money beyond the minimum order guarantee set forth in the RFP.

Please refer to [Section L](#) for information regarding proposal requirements. The Offeror is responsible for ensuring proposals are received at USAID by the due date and time as specified in this cover page. Failure to comply with the submission date will deem any submission unacceptable and it will not be reviewed or evaluated.

Section L of the RFP sets forth all instructions for the preparation and submission of required proposal contents. [Section M](#) states the criteria by which proposals will be evaluated.

USAID expects that Offerors will have equal access to all local organizations needed to implement this contract and strongly discourages exclusivity agreements with local organizations.

Questions and comments related to this RFP must be submitted in accordance with the instructions found in Section L of the solicitation and received at USAID by the due date and

time as specified in this cover page. USAID may consolidate and/or not respond to questions/comments and will publicly post all responses as an amendment to this RFP.

All amendments to this solicitation will be issued and posted on the <https://beta.sam.gov/> website. Offerors are encouraged to check this website periodically. USAID bears no responsibility for data errors resulting from transmission or conversion processes.

Interested firms can register and use the Interested Vendor List (IVL) accessible through this solicitation on [beta.sam.gov](https://beta.sam.gov), so that firms can contact one another for consideration of teaming arrangements and/or small business subcontracting opportunities in response to this solicitation.

This RFP 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 a proposal. Award of a contract under this RFP is subject to availability of funds and other internal USAID approvals.

Thank you for your interest in USAID programs.

Sincerely,

Heather Wirick  
Contracting Officer  
USAID/Colombia

<b>SOLICITATION/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 3 OF 114	
BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27							
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE		4. SOLICITATION NUMBER 72051421R00001		5. SOLICITATION TYPE <input type="checkbox"/> SEALED BIDS <input checked="" type="checkbox"/> NEGOTIATED (IFB) (RFP)	
						6. SOLICITATION ISSUE DATE 12/16/2020	
7. ISSUED BY USAID/Colombia Office of Acquisition & Assistance Unit 3030, Box 5101 DPO, AA 34004 34004		CODE 720514		8. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN- OWNED SMALL BUSINESS NAICS: 541990 <input type="checkbox"/> 8(A) SIZE STANDARD: \$16.50		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:	
		NO COLLECT CALLS					
9. (AGENCY USE)							
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input type="checkbox"/> SUPPLIES <input type="checkbox"/> SERVICES							
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE, THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.				12. ADMINISTERED BY CODE			
13. CONTRACTOR OFFEROR CODE FACILITY CODE				14. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO. UNIQUE ENTITY IDENTIFIER <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK:			
15. PROMPT PAYMENT DISCOUNT				16. AUTHORITY FOR USING OTHER <input type="checkbox"/> 10 U.S.C. 2304 <input type="checkbox"/> 41 U.S.C. 253 THAN FULL AND OPEN COMPETITION ( ) ( )			
17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES			19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
23. ACCOUNTING AND APPROPRIATION DATA						24. TOTAL AWARD AMOUNT (FOR GOVERNMENT USE ONLY)	
25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET <input type="checkbox"/> FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS <input type="checkbox"/> OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
27. SIGNATURE OF OFFEROR/CONTACTOR					28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
NAME AND TITLE OF SIGNER (TYPE OR PRINT)			DATE SIGNED		NAME OF CONTRACTING OFFICER Heather Wirick		DATE SIGNED

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## **PART I - THE SCHEDULE**

### **SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

#### **B.1. PURPOSE**

The purpose of this contract is to provide services that fall within the Scope of Work (SOW) specified in Section C for the Venezuela Response and Integration Activity.

USAID Task Order Contracting Officers (TOCOs) will request the work through the issuance of Task Orders during the ordering period as specified in Section F of the contract.

#### **B.2. CONTRACT TYPE AND SERVICES**

This is a single-holder Indefinite Delivery, Indefinite Quantity (IDIQ) type contract. The Government will issue Task Orders that are either Cost-Plus-Fixed-Fee (CPFF) (term or completion), or any Fixed-Priced type. The Contractor must perform the services set forth in Task Orders consistent with the terms of this contract.

#### **B.3. MINIMUM OBLIGATED AMOUNT**

The basic contract includes an initial obligation of funds in the amount of **[TBD]** to cover the minimum order guarantee USAID is required to order and the Contractor is required to furnish the minimum order amount of services.

Following this initial obligation, individual Task Orders will obligate funds to cover the work required under that Task Order.

#### **B.4. MAXIMUM CONTRACT CEILING**

This is a single-holder IDIQ Contract with an overall ceiling price of \$160,000,000. The maximum aggregate dollar value of Task Orders awarded to the Contractor must not exceed the contract ceiling.

#### **B.5. FIXED FEE CEILING (Cost-Plus- Fixed-Fee Task Orders Only)**

- a. For each cost-reimbursement Task Order issued under this IDIQ, the Task Order Contracting Officer (TOCO) and Contractor agree to negotiate a set dollar amount for fixed fee. In negotiating the fixed dollar amount for fee, the TOCO must consider the policies and factors for establishing fee in FAR 15.404-4 as well as any applicable USAID policy on establishing a fixed fee amount. In no event, however, may the amount of fixed fee in any individual Task Order exceed **[TBD] percent** of the Task Order's estimated cost, excluding fee.

This fee ceiling is not applicable to Grants under Contracts (GUCs), if any, or other costs that have a separate fee ceiling established in the contract. The fixed fee ceiling applies to the prime contract and all cost-reimbursement subcontracts.

- b. The Total Estimated Cost-Plus-Fixed-Fee for each Task Order must be negotiated in accordance with the terms of this contract.
- c. Fixed Fee Payment. For any Task Order issued under this IDIQ Contract, at the time of each payment of allowable costs to the Contractor, the USAID paying office ordinarily pays the Contractor a percentage of fixed fees that directly corresponds to the percentage of allowable costs being paid. Two exceptions to paying fixed fee in this manner apply:

1. If the TOCO determines that this method results in paying a disproportionately higher ratio of fixed fee than the percentage of work that the Contractor has completed, then the TOCO may suspend further payment of any fixed fee until the Contractor has made sufficient progress to justify further payment, up to the agreed percentage.
  2. Because the clauses entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Fixed Fee" (FAR 52.216-8) are incorporated into this Contract, the terms and conditions of these clauses apply after total payments of fixed fee reach eighty-five percent (85%) of the total fixed fee.
- d. Separate Fixed Fee Ceiling Applicable to Grants Under Contracts (GUCs)

In no event may the amount of fixed fee (if any) applicable to GUCs in any individual Task Order exceed **[TBD] percent** of the Task Order GUC cost.

## **B.6. INDIRECT COSTS AND ADVANCED UNDERSTANDING ON CEILINGS**

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs must be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases for prime contractors and their major subcontractors.

<b>Contractor</b>	<b>Fringe Rate %</b>	<b>Overhead Rate %</b>	<b>Overhead Ceiling Rate %</b>	<b>G&amp;A Rate %</b>	<b>G&amp;A Ceiling Rate %</b>
PRIME (Insert Name)					
Base of Application					
Source: (insert)					
Period: (insert)					
SUBCONTRACTOR(S) Name(s)					
Base of Application					
Source: (insert)					
Period: (insert)					

**Note 1:** Insert additional indirect rates as needed for all primes and major subcontractors in the above table.

**Note 2:** The Contractor will make no change in its established method of classifying or allocating indirect costs that impacts this contract without the prior written approval of the Contracting Officer.

**Note 3:** Reimbursement for indirect costs must be at final negotiated rates, but not in excess of ceiling rates specified above.

**Note 4:** The Government must not be obligated to pay any additional amount associated with indirect costs above the ceiling rates established in the contract. This advance understanding must not change any monetary ceiling, cost limitation, or obligation established in the contract.

**Note 5:** For Fixed-priced Task Orders, the overhead ceilings serve as a basis for negotiation only.

**Note 6:** Contractors are allowed to recoup indirect costs (OH, G&A, etc.) as other direct costs if it is part of the contractor's usual accounting procedures, consistent with FAR Part 31 and the contractor's NICRA

**B.7. COST REIMBURSABLE (CPFF)**

Allowable costs will 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.

In addition, the requirement and conditions concerning estimated cost and funding apply as detailed in [FAR 52.232-22](#), Limitation of Funds, incorporated by reference in [Section I](#) of this contract.

**B.8. UNBURDENED CEILING DAILY LABOR RATES (CDR)**

- a. The Task Order rates must not exceed the ceiling daily rates set forth in the table below.
- b. Each CDR for personnel listed below is “unburdened” and must only include salary costs or consulting rates of the individual providing the services.
- c. The CDR for employees must not include the following:
  1. Payroll costs (fringe benefits, FICA, allowances, differentials, etc.);
  2. Indirect Costs applicable to labor; and
  3. Profit or fee, if any.
- d. The CDRs set forth below are fixed for the contract period and is for a productive eight (8) hour day, and apply to all subcontractors set forth in clause 52.244-2 in Section I. If a new subcontractor is proposed for a specific task order on other than a fixed-price basis, the CDRs set forth below will apply, and the subcontract is subject to consent by the TOCO in accordance with FAR Part 44.
- e. Actual salaries for all personnel will be negotiated under task orders and final approval is provided by the TOCO. The ceiling rates presented below do not constitute approval of final salary rates above the Contractor Salary Threshold (CST) (see ADS 302).
- f. The single unburdened ceiling daily rate for each labor category/group below represents the senior-level rate in each category/grouping. One unburdened ceiling daily rate for each labor category/grouping is included in the contract to provide more flexibility under task orders. If junior-level personnel are required under task orders, they must be proposed at rates below the unburdened ceiling daily rate.

<b><u>Labor Category</u></b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Grants Specialist	TBD	TBD	TBD	TBD	TBD

1. The Unburdened Ceiling Daily Rates apply to any Cost-Reimbursement Task Order(s) that are awarded under this contract. The Unburdened Ceiling Daily Rates herein do not apply to Fixed-Priced Task Orders.

2. The Unburdened Ceiling Daily Rates apply to all labor (the prime contractor, subcontractor, Third-Country Nationals (TCN), Cooperating Country Nationals (CCN), and consultant salaries). CCN and TCN labor are also governed by the local compensation plan limitations as further provided in note 3 below.
  3. Locally Hired National Personnel or Other Non-U.S. Expatriate Rates
  4. All locally hired national personnel and other non-U.S. expatriates must be paid in accordance with AIDAR 722.170.
  5. Salaries for individual locally-hired personnel and other non-U.S. expatriates under this contract and any resulting subcontract must be in accordance with AIDAR 752.7007, Personnel Compensation (July 2007), and consideration of the individual's education, work experience **and recent relevant salary history** while complying with USAID/Colombia Local Compensation Plan salary ranges provided.
  6. Unless otherwise authorized by USAID, the compensation for CCN and TCN labor must not exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by the Local Compensation Plan
- g. Definition of labor category

#### **Grant Specialist**

Grants Specialist are any positions responsible for pre and post award administration of any grants under contract for the award including but not limited to the negotiation of grant's costs, budgets, or terms and conditions of the grant, administration of the grant, drafting of grant agreements or supporting documentation, or other related activities.

h. Minimum Qualifications

In order to perform the statement of work set forth in Section C, the Contractor must provide personnel that meet the minimum education and experience requirements set forth below. These minimum qualifications for mid-level and senior personnel correspond to the Unburdened Ceiling Daily Rates above.

Language fluency, relevant regional experience, and international development experience requirements will be specified in individual Task Orders.

i. Subcontractor Rates

The following provides guidance for various subcontracting arrangements:

1. The negotiated CDRs apply to subcontractor labor.
2. If a subcontractor's accounting system uses burdened labor rates, the contractor must clearly demonstrate that the actual labor rate under the subcontract will not exceed the negotiated CDRs.

**[END OF SECTION B]**

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

### C.1. PURPOSE

The Venezuela Response and Integration (VRI) IDIQ contract will help Colombia respond to existing and future social, political, economic, and unforeseen disruption and challenges resulting from sustained mass migration from Venezuela. The VRI IDIQ contract's purpose is to address these challenges by achieving **migrant and Colombian returnee social and economic integration in receptor communities in Colombia** in support of USAID/Colombia's Country Development Cooperation Strategy (CDCS) 2020-2025, Special Objective 4 (SO 4): Stability in areas impacted by immigration from Venezuela.

### C.2. BACKGROUND

#### C.2.1 Problem Statement

The Colombian Government is facing a crisis caused by the massive influx of Venezuelans and Colombian returnees into Colombia. Since 2016, 1.8 million people have fled Venezuela to Colombia,<sup>1</sup> with that number conservatively anticipated to reach 2.5 million by 2021.<sup>2</sup> Venezuelans have settled throughout Colombia, including in areas where formerly displaced Colombians are also returning. This sudden population growth is causing a strain on already limited education and health services and job opportunities. Additionally, Colombia's response to the social, political, and economic impacts of sustained mass migration from Venezuela and the COVID-19 pandemic disproportionately affects migrants and threatens to destabilize Colombian receptor communities. A large percentage of the unrelenting influx of migrants fleeing economic and political hardship in Venezuela have settled in Colombia's growing urban areas and border towns. As a result, these receptor communities are facing unprecedented challenges in socially and economically integrating these migrants and returnees. Moreover, government systems related to health, justice, and education services are becoming overburdened. The VRI IDIQ contract will support both COVID-19 recovery efforts and building resiliency in migrant receptor communities by increasing economic opportunities and access to health, education, and justice services.

Colombia has been relatively welcoming to migrants when compared with neighboring countries such as Peru, Ecuador, and Brazil. However, USAID/Colombia recognizes the strain from migration on Colombia's fragile post-peace accord transition. Similarly, in the context of the COVID-19 pandemic, migrants have been disproportionately affected by mobility restrictions as their fragile livelihoods have stalled and xenophobia has increased. Some of these burdens, and perceived government "handouts" to migrants, build resentment among certain receptor community members, contributing to increased xenophobia toward migrants. Through strengthening public systems and increasing participation in the formal economy, this IDIQ contract will

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<sup>1</sup> *Migración Colombia (2020)*

<sup>2</sup> USAID calculation based on OAS (2019) estimates.

counter growing xenophobia and discrimination against migrants from Venezuela in receptor communities.

If not addressed more strategically, this migrant crisis also has the potential to negatively impact its delicate peace process and ultimately undermining Colombia's Journey to Self-Reliance. That said, the many Venezuelan migrants are young and bring skills and professions that can benefit Colombian communities. This IDIQ Contract has the potential to catalyze local development and expedite Colombia's Journey to Self-Reliance.

### **C.2.2 Venezuela Response and Integration (VRI) Theory of Change**

USAID/Colombia views this IDIQ contract as an integral and necessary part to achieve its CDCS' goal: **A more stable, peaceful, and prosperous Colombia through inclusive governance and equitable growth.**

USAID/Colombia developed a VRI Theory of Change that guides the Mission's work in this sector:

**IF Colombian Government migration-focused governance capacity and public systems are improved, AND migrants increasingly participate in the formal economy, THEN socio-economic integration and stability will increase in areas impacted by immigration from Venezuela.**

## **C.3. STATEMENT OF WORK**

The overall objective of this IDIQ contract is to provide USAID/Colombia with a wide range of technical assistance services described below, which will be used to address complex VRI challenges in stand-alone, integrated, and broader programming through the issuance of Task Orders, which are guided by the above Theory of Change.

This IDIQ contract reflects USAID/Colombia's vision of the services required in order to attain a higher level of migrant socio-economic integration in Colombian receptor communities. Although this IDIQ contract activities are broken into separate technical areas, they are all considered intricately linked, and each necessary if the VRI purpose is to be achieved.

The U.S. Government's strategic objectives are synthesized into the following three (3) Technical Areas for this Statement of Work (SOW):

1. Governance and Public Systems Strengthening
2. Formal Economy Participation
3. VRI Specialized Services

### **C.3.1 Governance and Public Systems Strengthening**

U.S. government funding, while robust, is a strategic complement and catalyst to much larger Colombian-led, Colombian-funded efforts. USAID/Colombia expects that the work performed under the contract will strengthen the Colombian Government's governance capacity and public systems at the national, departmental (provincial) and local municipal levels to provide quality services to migrants, Colombian returnees, and receptor communities. External international humanitarian assistance can relieve near-term burdens on migrants and receptor communities. However, as migrants settle into communities, public systems and

also local institutions, including faith-based and other civil society organizations, must be strengthened to meet the shifting health, education, security, and governance needs of these communities.

The contract will continue USAID's catalyzing role by building the capacity of local, departmental and national governments to respond to growing migration and related urbanization, including enhancing the Colombian Government's border management capacity to document and track incoming migrants and returnees and refer them to services. Strengthening public systems will support the contract's purpose, increased socio-economic integration in migrant receptor communities, by supporting the national-level policy framework needed to formalize migrants, building local government capacity to meet receptor community needs, and countering xenophobia.

The contract will strengthen national and municipal governments' capacity to respond to shocks like the COVID-19 outbreak, plan for urban growth and make health, justice, and education services more accessible to migrants and communities affected by migration. These efforts will inform the Colombian Government's migrant-related policy framework, and support its effective implementation in targeted migrant receptor communities.

USAID/Colombia also understands that good governance, documentation, and service provision are only part of socially and economically integrating migrants in receptor communities. To truly integrate migrants, xenophobia must be eliminated, which this IDIQ contract also aims to do through strengthened public systems and targeted activities (including communications and outreach) in receptor communities.

#### a. Results

Although specific targets will be developed for each Task Order, it is expected that the Contractor will support the objectives outlined above in all aspects. This IDIQ contract will serve to improve migrant and Colombian returnee socio-economic integration in order to achieve Mission development objectives. Expected IDIQ contract results for strengthened public systems include, but are not limited to, the following:

- **Sub-IR 4.1.1:** Increased migrant awareness of civil rights, civic duties, and services
- **Sub-IR 4.1.2:** Increased absorption into health and education systems
- **Sub-IR 4.1.3:** Justice system oriented to reduce migrant-related human rights abuses
- **Sub-IR 4.1.4:** Improved urban planning to accommodate urban growth
- **Sub-IR 4.1.5:** Informed policy framework for the social and economic integration of migrants

### C.3.2 Formal Economy Participation

The inability of many migrants to work legally in Colombia, and limited economic opportunities overall in receptor communities, can increase competition for scarce jobs, raising the risk of xenophobia and anti-migrant sentiments, as



demonstrated during the COVID-19 outbreak and associated preventative measures limiting economic opportunities. The lack of jobs, stable employment and economic opportunities can also trigger migrant participation in illicit economies and recruitment into armed groups, impacting the progress of the Peace Accord implementation and receptor community stability, as well as influencing migrants to return to Venezuela. This insecurity exposes migrants to gender-based violence (GBV), sexual exploitation, and other human rights violations, which can have negative downstream impacts on citizen security, community stability, and the environment. Given the likelihood of continued migration and its economic and political strains on Colombia, the contract will include migrants in the local economic development of receptor communities. USAID/Colombia expects that xenophobia will be countered by stimulating job creation and supporting entrepreneurship in receptor communities, specifically in the formal economy.

With the goal of generating economic opportunities for beneficiaries in receptor communities, increased participation in the formal economy will support the contract's purpose, increased socio-economic integration in migrant receptor communities, by expanding participation of Venezuelan migrants and Colombian returnees in the economy. USAID/Colombia requires expansion of economic opportunities in receptor communities and to better integrate migrants into the economy to achieve increased participation in the formal economy. This will be achieved by improving the economic enabling environment for migrants and receptor communities; expanding private sector engagement efforts to receptor communities; harnessing and developing migrant worker skills; and performing other related activities.

#### a. Results

Although specific targets will be developed for each Task Order, it is expected that the Contractor will support the objectives outlined above in all aspects. This IDIQ contract will serve to improve migrant and Colombian returnee socio-economic integration in order to achieve Mission development objectives. Expected IDIQ contract results for increased participation in the formal economy include, but are not limited to, the following:

- **Sub-IR 4.2.1:** Improved economic enabling environment for migrants and receptor communities
- **Sub-IR 4.2.2:** Private sector engagement efforts expanded to receptor communities
- **Sub-IR 4.2.3:** Migrant worker skills harnessed and developed

### **C.3.3 VRI Specialized Services**

This IDIQ contract will operate in a very complex, fluid environment. The Colombian Government at all levels (national, departmental, and municipal) and receptor communities face a myriad context-specific social, political, economic, and security issues, with a multiplicity of actors operating in these territories. To adapt and respond to these changing contexts, priorities, and resource levels to

meet immediate and future programmatic needs, the contract will provide a wide range of specialized services including, but not limited to, governance, health, youth, livelihoods, education, citizen security, urban planning (including land use), infrastructure, and economic inclusion in support of increased socio-economic integration in migrant receptor communities and those communities otherwise affected by migration. The Contractor will be expected to provide services in the areas listed above in future Task Orders.

#### **C.4. GEOGRAPHIC COVERAGE AND POPULATION TARGETING**

This IDIQ contract's geographic coverage will include all migrant receptor communities and any other areas otherwise affected by migration. This IDIQ contract must have an understanding of the varying local factors across geographies that affect political, economic, and social dynamics to ensure that activities respond to local contexts and needs, e.g. municipal capacity and resources, other activities. Generally, Task Orders issued under this IDIQ contract will target interventions for all migrants, whether Venezuelan, Colombian returnees, or any other nationality, as well as receptor communities. Task Orders will also follow the below operational principles, including a "Do no harm" approach, which recognizes that interventions may risk exacerbating existing discriminatory and xenophobic behavior against migrants.

#### **C.5. OPERATIONAL PRINCIPLES**

These operational principles reflect important tenets of USAID's commitment to assisting partner countries on their journey to self-reliance and will guide all programming under the contract.

##### **C.5.1 Coordination and Collaboration**

- a. USAID and U.S. Government activities: In support of USAID/Colombia's overarching strategies, all programs functioning in these technical areas and targeted geographies will be required to coordinate efforts and focus on providing integrated, comprehensive support to Venezuelans and Colombians. USAID/Colombia expects Task Orders under this IDIQ contract to perform coordination, collaboration, and integration services at the national and municipal levels.
- b. The Colombian Government: USAID/Colombia maintains a close relationship with the Colombian Government, which allows USAID to align its development activities and resources to achieve the greatest impact. The contract will closely engage key national-level entities and work side-by-side with national, regional and municipal authorities over the life of the IDIQ contract to strengthen their ability to take leadership for ensuring that all development actors active in their community are working in harmony and supporting locally-defined priorities.
- c. Other Entities: USAID is the largest donor to respond to the Venezuela migration crisis and the first working in the medium- to long-term development space. A multiplicity of actors work with the same Colombian Government entities and operate in the same geographies. Task Orders under this IDIQ contract will coordinate and collaborate with other donor governments, multilateral actors, civil society organizations, humanitarian relief organizations, other international NGOs, and the private sector to

leverage analysis already undertaken in target communities, avoid duplication of efforts and strengthen interventions.

### **C.5.2 “One team” Unified Approach**

The Contractor, subcontractors, sub-grantees, and partners will operate as one team, seamlessly integrating technical objectives, planning, coordination, implementation, and budgeting.

### **C.5.3 Leverage a Systems Approach**

Since Colombia is a complex, multi-dimensional, and fluid operating environment, it will be critical to analyze and plan all interventions based on a deep understanding of the various components of the systems in which they will work, as well as how they interact, affect each other, and produce effects. Programming must seek to approach elements in the system that can create positive catalytic effects that sustain and expand naturally after the life of the individual activities, not just looking at the roles of different actors.

### **C.5.4 Gender and Vulnerable Populations (GVP) and Youth<sup>3</sup> Integration**

The Contractor must address issues related to GVP and youth through the design and its implementation, including how it will strengthen youth participation, how youth issues will be integrated and how young people will be engaged throughout Activity implementation. It must include descriptions of measures the Contractor will take to integrate the needs of women, vulnerable populations, and youth into all program activities. GVP and youth will be analyzed and addressed in each activity implemented to ensure that these vulnerable groups receive special consideration and attention from both the national, regional public sector as well as the Colombian Government. The Contractor must ensure that the assistance provided and the results achieved are beneficial to those most vulnerable in targeted areas. Impact and indicators must be disaggregated by sex, migrant status, and age. If applicable, the Contractor must incorporate standard gender and youth indicators into the Activity Monitoring, Evaluation, and Learning Plan (AMELP). None of the interventions must inhibit the active participation of either men or women. Men and women must be treated as equal partners in their role within partners to USAID. It is expected that any training or workshops offered under task orders give an adequate consideration for an appropriate GVP and youth balance among the participants.

### **C.5.5 Inclusive, Differentiated Approach**

Support population groups in conditions of vulnerability by engaging them throughout contract implementation, fostering their abilities as resilient agents of their own change, enhancing their aspirations, responding to their specific needs, and strengthening their ability to access resources and services. The most vulnerable migrant populations in receptor communities include women, children,

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<sup>3</sup> For the purpose of this Statement of Work, youth is understood as individuals between the ages of 14-26 according to Colombian Youth Law (Law 375 of 1997).

Lesbian, Gay, Bisexual, Transexual, Intersex (LGBTI) individuals, disabled and homeless populations.

**C.5.6 Thinking and Working Politically and Problem-Driven Iterative Adaptation**

In support of USAID's "[thinking and working politically](#)" (TWP) — through the use of applied political economy analysis, employ ways that are more politically aware.

**C.5.7 New Partners Initiatives and Journey to Self-Reliance (J2SR)**

To increase the likelihood of sustainability, this IDIQ contract will support a local-solutions approach wherein local actors - national and subnational Colombian Government, civil society, the private sector, religious organizations, universities, individual citizens, and other stakeholders - work with the Contractor to jointly produce a development outcome. The activity will seek out new and underutilized partnerships where appropriate and in relation to the award. When necessary, this IDIQ contract will work with the local solutions entity to build their capacity towards managing direct partnerships with USAID in the future to increase the pool of local partners for future USAID programming. See: [USAID New Partnerships Initiative](#) and [USAID's Local Systems Approach](#)

**C.5.8 Community-Led Development**

Through dialogue, support communities to identify, develop, and implement priority actions that address core challenges and opportunities. The contract and Colombian Government should ensure that all development actors active in their communities are working in harmony and supporting locally-defined priorities.

**C.5.9 Maintain a Flexible, Iterative Approach that Embraces Collaboration, Learning and Adapting (CLA)**

The Contractor must incorporate CLA into its management approach. USAID/Colombia is committed to obtaining stakeholder input to our activities, coordinating all implementing partners' efforts for greater efficiency and effectiveness, and measuring high-level indicators in an effort to: 1) promote collaboration and multi-stakeholder engagement to design evidence-based interventions; 2) innovate, reflect, and iterate to strengthen activity implementation and foster greater replication/scaling; and 3) coordinate, collaborate and explore synergies with other USAID implementing partners, other donor programs, and private sector players (businesses, industry groups, investors, etc.). The activities must remain flexible and be ready to adapt to changes on the ground due to the volatile and dynamic nature of the operating environment. This will require the robust integration of [USAID's \(CLA\) principles](#) throughout planning and implementation.

**C.5.10 "Do No Harm" Approach**

It is also important to recognize that interventions may risk exacerbating existing discriminatory and xenophobic behavior against migrants.

**C.5.11 Leverage Private Sector Investment**

The private sector brings special resources, skills and capacities to the table that can augment the impact of USAID interventions when strategically aligned. Leveraging and mobilizing resources from the private sector is also highly encouraged. The Contractor is expected to address the role that the private sector can play to produce, sustain and scale-up market-based development outcomes. Private sector actors may include: for-profit companies; commercial entities and their foundations; financial institutions, investors and intermediaries; business associations and cooperatives; micro, small, medium and large enterprises that operate in the formal sector; American, local, regional, and multinational business; and for-profit approaches that generate sustainable income, such as those operated by social enterprises. Task Orders under this IDIQ contract will prioritize USAID/Colombia's robust Private Sector Engagement (PSE) strategy across its activities when appropriate to leverage resources for sustainable economic activities. USAID/Colombia is also identifying U.S. companies through a Private-Sector Landscape Analysis, which was completed in August 2020 and will be used to identify potential aligned interests between the Mission and private-sector actors, with a special emphasis on Venezuelan migrants. Task Orders under this IDIQ contract will encourage local and U.S. private sector entities to collaborate and co-create activities. Task Orders under this IDIQ contract will use specialized funding instruments, such as financial guarantees, and Global Development Alliances (GDA) to generate private sector investments when appropriate. PSE is key for designing market-driven solutions and coalitions, and for promoting change that will be sustainable beyond the life of the activity. As such, PSE plays an important role in Colombia's Journey to Self-Reliance and the Contractor must include a long-term PSE strategy as part of their technical approach. The Mission's PSE team will continue supporting Venezuela migration response activities to include PSE components in its designs, and monitoring and evaluation frameworks.

**C.5.12 Harness Innovation**

Innovation can come in different forms. Many think of technological innovations, but innovations can also come in the form of new creative approaches or new intervention ideas for piloting and testing.

**C.5.13 Sustainability**

While the above principles will enhance sustainability, it is important to note that other strategies and approaches to strengthen sustainability will need to be integrated into every aspect of the program. Sustainability will be viewed as a multidimensional concept that includes local ownership, financial viability, institutional and political incentives, perceptions and attitudes about migrants, Colombian returnees, civil society, and government, among other dimensions.

**C.5.14 Integration of Program Components**

There is a substantial amount of overlap between the three components of this IDIQ contract and, in many cases, they are mutually reinforcing. The Contractor

must look for opportunities to connect thematic areas throughout the three components.

**C.5.15 Flexibility and Adaptability**

The Contractor must ensure technical and programmatic flexibility within and across program components to respond to changing circumstances and cultural dynamics, within the scope of this contract. Approaches that work in one region may need to be adapted and modified to fit changing demographics, regional idiosyncrasies, and indigenous dynamics in another area of the country. The Contractor will outline its approach to adapting interventions on a regional and sub-regional basis to achieve the greatest activity outcomes possible. These adaptations may involve the Contractor employing a decentralized approach to implementation to ensure that activities are able to progress in individual regions regardless of challenges that arise at the national or regional level.

**[END OF SECTION C]**

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

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

- a. It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.
- b. Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.
- c. Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.
- d. A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

### **D.2. BRANDING STRATEGY, IMPLEMENTATION PLAN AND MARKING PLAN**

The cover page of all report deliverables required in Section F of each Task Order under this IDIQ contract must include the USAID Identity (or the name of the Agency written out) prominently displayed, the Contract number (see the cover page of this Contract), Contractor name, name of the responsible USAID office, the publication or issuance date of the document, document title, author name(s), Activity number, and Activity title, "USAID/Colombia Venezuela Response and Integration". Descriptive information is required whether Contractor-furnished products are submitted in paper or electronic form. All materials shall include the name, organization, address, and telephone/fax/internet number of the person submitted the materials.

The Contractor must comply with the requirements of the USAID "Graphic Standards Manual" available at [www.usaid.gov/branding](http://www.usaid.gov/branding) or any successor branding policy. The Contractor must follow the approved Branding Implementation and Marking Plan submitted on [date TBD] and incorporated into this Contract as Attachment [TBD].

ATTACHMENT J.2 contains the Branding Implementation Plan and Marking Plan template.

**[END OF SECTION D]**

## **SECTION E - INSPECTION AND ACCEPTANCE**

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

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause.

NUMBER	TITLE	DATE
<u><a href="#">FEDERAL ACQUISITION REGULATION</a></u>		
(48 CFR Chapter 1)		
52.246-4	INSPECTION OF SERVICES-FIXED-PRICE	(AUG 1996)
52.246-5	INSPECTION OF SERVICES-COST-REIMBURSEMENT	(APR 1984)

### **E.2. INSPECTION AND ACCEPTANCE/RESPONSIBLE OFFICIAL**

USAID inspection and acceptance of services, reports and other required deliverables or outputs must take place at USAID Washington or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The Contracting Officer Representative (COR) identified in Section G has been delegated authority to inspect and accept all services, reports, and deliverables required by the basic IDIQ contract.

Task Order CORs (TOCOR) may be designated for a specific Task Order. In accordance with the clauses of this contract entitled —Inspection of Services – Cost Reimbursement, (FAR 52.246-5) and —Inspection of Services – Fixed-price, (FAR 52.246-4), inspection of results or other deliverables required by each Task Order issued hereunder must be made by the cognizant TOCOR for that Task Order. Acceptance of goods/services and reports or other deliverables by the cognizant TOCOR for that Task Order must form the basis for payments to the Contractor, and will form the basis of the Contractor's permanent performance record with regard to this IDIQ contract.

**[END OF SECTION E]**



## SECTION F - DELIVERIES OR PERFORMANCE

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

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 "CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause.

NUMBER	TITLE	DATE
<u>FEDERAL ACQUISITION REGULATION</u>		
(48 CFR Chapter 1)		
52.242-15	STOP-WORK ORDER	(AUG 1989)
	ALTERNATE I	(APR 1984)
52.242-17	GOVERNMENT DELAY OF WORK	(APR 1984)

### F.2. PERFORMANCE PERIOD

- a. The period of performance for the contract, including all Task Orders, is seven (7) years from the date of CO's signature.
- b. The ordering period is five (5) years from the effective date of the IDIQ contract.
- c. Individual Task Order performance may continue up to two (2) years after the ordering period, but must be completed no later than the end of the period of performance of the IDIQ Contract.
- d. The ordering period of the award is limited to five (5) years. Task Orders may be issued during the ordering period specified in F.2.b. Individual Task Orders have a maximum period of performance of no more than 5 years. No individual Task Orders may exceed the contract end date set forth in paragraph F.2.a.

### F.3. PLACE OF PERFORMANCE

The place of performance will be determined at the Task Order level.

### F.4. PERFORMANCE STANDARDS

Evaluation of the Contractor's performance must be conducted for each Task Order under this contract in accordance with the performance standards set forth in the Task Order, if any, the Contractor's overall performance toward achievement of the objectives in Section C and provision of deliverables in Section F of the Task Order, and the Contractor's compliance with all other terms and conditions of the IDIQ contract and Task Order. Each evaluation will be conducted jointly by the TOCOR and the TOCO, and must form the basis of the Contractor's permanent performance record with regard to this Contract and task orders as required in [FAR Part 42.15](#) and [AIDAR 742.15](#).

The Contractor's performance will be evaluated annually and at contract completion, utilizing at minimum, the following factors:

- a. Technical (quality of product or service).
- b. Cost control (not applicable for firm-fixed-price or fixed-price with economic price adjustment arrangements).

- c. Schedule/timeliness.
- d. Management or business relations.
- e. Small business subcontracting (as applicable).
- f. Other (as applicable) (e.g., late or nonpayment to subcontractors, trafficking violations, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension, and debarments).

Evaluations will be tailored to the task order type, size, content, and complexity of the requirement.

#### **F.5. AUTHORIZED WORKDAY/WEEK**

No overtime or premium pay is authorized under this IDIQ Contract. The Contractor is authorized up to a five (5) day workweek in the field with no premium pay.

The work week for the Contractor's overseas employees must not be less than forty (40) hours and will be scheduled to coincide with the work week of the employees of USAID/Colombia. Holidays taken by Contractor overseas employees may not exceed those of the U.S. Mission in Colombia, as published annually.

The length of the Contractor's U.S. non-overseas employee's workday will be in accordance with the Contractor's established policies and practices and will not be less than eight (8) hours per day and forty (40) hours per week. Short-Term Technical Assistance (STTA) personnel are authorized a six (six) day workweek with prior written concurrence of the TOCOR.

#### **F.6. PERFORMANCE EVALUATION**

The Activity is subject to a performance evaluation contracted directly by USAID, fully compliant with the requirements of USAID's 2016 Evaluation Policy. Contractors must be familiar with the content and requirements of this policy. Moreover, the Contractor is required to cooperate with and facilitate the work of an independent organization that would design and implement the evaluation. The suggested approach includes mixed methods, whereby the information is both quantitative and qualitative to strengthen its findings. USAID encourages the involvement of relevant stakeholders; therefore, the Contractor can be asked to coordinate meetings and provide logistics support in the field. The performance evaluation will take place two and a half years before the Activity's termination, in order to give the implementing partner the opportunity to make course corrections if these are relevant. The Contractor will incorporate the findings, conclusions and recommendations into the Migration Management Activity's implementation following USAID policy on Collaborating, Learning, and Adapting (CLA) for maximum impact.

#### **F.7. KEY PERSONNEL**

The Contractor must propose key personnel that are considered to be essential to the work being performed under each individual Task Order for successful implementation of this IDIQ contract. Prior to replacing any of the specified individuals, the Contractor must immediately notify the TOCOR reasonably in advance and must submit written justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the activity. No replacement will be made without written consent from the TOCOR and these replacements must meet the same level of qualifications as their predecessors.

**[END OF SECTION F]**

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1. CONTRACTING OFFICER'S AUTHORITY

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

### G.2. 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

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

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

Total Expenditures

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

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

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

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

- b. Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the contracting officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.
- c. Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.
- d. The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records—Negotiation".

### **G.3. CONTRACTING OFFICER**

- a. For the Basic IDIQ Contract:

US Mailing Address:

Contracting Officer  
Office of Acquisition and Assistance (OAA)  
USAID/Colombia  
Unit 3030, Box 5101  
DPO, AA 34004

Colombia Mailing Address:

Contracting Officer  
Office of Acquisition and Assistance (OAA)  
USAID/Colombia  
Cra. 45 No. 24B-27  
Bogota, Colombia

- b. For Task Orders:

The TOCO executing the individual Task Order will retain cognizance of contract administration for that Task Order.

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

- a. For the Basic IDIQ contract:

Venezuela Response and Integration Office (VRIO)  
USAID/Colombia  
Unit 3030, Box 5101  
DPO, AA 34004

Colombia Mailing Address:

Venezuela Response and Integration Office (VRIO)  
USAID/Colombia  
Cra. 45 No. 24B-27  
Bogota, Colombia

b. For Task Orders:

Each Task Order issued hereunder will indicate a TOCOR for that particular order. The TOCOR will be responsible for technical oversight for that specific Task Order.

**G.5. PAYING OFFICE**

The paying office is the Controller's Office.

U.S. address:

Office of Financial Management (OFM)  
USAID/Colombia  
Unit 3030, Box 5101  
DPO, AA 34004

Colombia address:

Office of Financial Management (OFM)  
USAID/Colombia  
Carrera 45 # 24B-27  
Bogota, Colombia

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

[TBD]

**G.7. CONTRACTOR'S PRIMARY POINT OF CONTACT**

The contractor's primary point of contact is [TBD] and can be reached at [TBD].

**G.8. CONTRACTOR'S PAYMENT ADDRESS**

[TBD]

**G.9. TECHNICAL DIRECTION/RELATIONSHIP WITH USAID**

a. Technical Direction 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 Contracting Officer, by separate designation letter, authorizes the COR to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:
  1. Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
  2. Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
  3. Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents must be signed as "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. Complete Contractor Performance Reports (CPR's) every six to 12 months for task orders.
  7. Obtain necessary security clearance and appropriate identification if access to Government facilities is required.
  8. If to be provided, ensure that Government furnished property is available when required.

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

- c. In the separately-issued COR designation letter, the CO designates an alternate COR to act in the absence of the designated COR, in accordance with the terms of the letter.
- d. **Contractual Problems:** Contractual problems of any nature that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR must bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope, and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event

- the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.
- e. Failure by the Contractor to report to the Contracting Office any action by the Government considered to be 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.
  - f. In case of a conflict between this contract and the COR designation letter, the contract prevails.

**[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 AIDAR 752.252-2 "AIDAR CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See <https://www.acquisition.gov/> for electronic access to the full text of an AIDAR clause.

#### [AIDAR CLAUSES \(48 CFR CHAPTER 7\)](#)

752.222-70      USAID DISABILITY POLICY      (DEC 2004)

### **H.2. AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this contract is Code 937 (United States, the recipient country, and developing countries other than advanced developing countries, and excluding prohibited sources).

### **H.3. SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)**

a. Definitions. For the purpose of submissions to the DDL:

1. "Dataset" is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see [AIDAR 752.7005](#) "Submission Requirements for Development Experience Documents").

2. "Intellectual Work" includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the contractor under the award, whether published or not.

The term does not include the contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.



b. Submissions to the Development Data Library (DDL)

1. The Contractor must submit to the Development Data Library (DDL), at [www.usaid.gov/data](http://www.usaid.gov/data), in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subcontractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.
2. Unless otherwise directed by the Contracting Officer (CO) or the Contracting Officer Representative (COR), the contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The contractor must also provide to the COR an itemized list of any and all DDL submissions.

The contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the contractor must submit a notice to the DDL by following the instructions at [www.usaid.gov/data](http://www.usaid.gov/data), with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

3. The contractor must submit the Datasets following the submission instructions and acceptable formats found at [www.usaid.gov/data](http://www.usaid.gov/data).
4. The contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.
5. The contractor must not submit classified data to the DDL.

#### **H.4. GRANTS UNDER CONTRACTS (GUC)**

Under this contract, the Contractor will execute grants on behalf of USAID. If the Contractor awards grants under this contract, the Contractor will comply in all material respects with USAID's Automated Directives System (ADS) Chapter 302 (including mandatory and supplementary references) in awarding and administering grants, as well as the Code of Federal Regulations [2 CFR 200](#). In addition, the following requirements will apply to the grants awarded by the Contractor under this contract:

- a. The total value of any individual grant to US organizations must not exceed \$100,000.00. This limitation does not apply to grant awards to non-US organizations.

- b. The Contractor will only execute grants under the contract when it is not feasible to accomplish USAID objectives through normal contracts and grants awards executed by USAID.
- c. USAID will be significantly involved in establishing selection factors and will approve the selection of grant recipients. Unless otherwise directed by the Contracting Officer, the COR will have authority to approve the grant recipient selection.
- d. Requirements which apply to USAID-executed grants, including the agency policies regarding construction activities, will also apply to grants executed by the Contractor.
- e. USAID retains the right to terminate the grant activity (activities) unilaterally in extraordinary circumstances.
- f. The Contractor will not execute or administer Cooperative Agreements on USAID's behalf.
- g. The Contractor will close out all grants prior to the estimated completion date of this contract.

NOTE: The Head of the Contracting Activity (HCA) has approved the execution of Grants under Contracts (GUCs) with NGOs (non-profit or for profit), community organizations and private foundations in Colombia. **GUCs to partner Government entities have not been authorized.**

#### **H.5. AIDAR 752.7007 PERSONNEL COMPENSATION (JULY 2007)**

(Applicable to Cost-Reimbursement task orders only)

- 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.5.1 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION**

- a. Limitations
  - 1. Salary ranges for ALL the professional positions in this Contract will be established based on the market value, on duties and responsibilities of the position, in the country and locality of contract performance. The established range must be realistic and reasonable for the responsibilities of each position and must not be based on the salary history or the qualifications of the candidate selected. The salary ranges must be certified by the Contractor and submitted to the Contracting Officer with the proposal for approval. Upon establishment of the salary ranges of the professional positions, an appropriate candidate must be selected based on the qualifications sought for that position and the Contractor's personnel practices. The Contractor must avoid "rank in person" salaries, which are in excess of the value and the responsibilities of the position. In addition, the salary ranges may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of

employees. Creation of new Administrative nonprofessional positions does not require USAID input.

2. In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the contract equivalent to the maximum annual salary rate prescribed in ADS 302, unless the Contracting Officer approves a higher amount. For the Agency policy and procedures, refer to: <http://transition.usaid.gov/policy/ads/300/302.pdf>.

All Cooperating Country Nationals (CCNs) and Third Country Nationals (TCNs) salaries must not exceed the Local compensation Plan (LCP). Approval of the Contractor's budget does not absolve the Contractor's duty to request and receive Mission Director's approval prior to hiring CCN and TCN personnel whose salaries are above the LCP.

b. Salaries during Travel

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

c. Return of Overseas Employees

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

d. Annual Salary Increases

Annual salary increases can be made in accordance with the Contractor's policies and practices, applicable cost principles and the following restrictions:

1. Over the performance period, the maximum salary may not exceed (i) The maximum end of the certified salary range referenced in paragraph (a)(1) above unless the candidate is promoted and takes on higher responsibilities; or (ii) The Contractor Salary Threshold contained in ADS 302 and referenced in paragraph (a)(2), whichever is less.
2. Annual salary increases of any kind exceeding these limitations may be granted only with the advance written approval of the Contracting Officer. Automatic salary increases for those approved at the current maximum salary rate are not authorized without prior written approval by the Contracting Officer.

e. Consultants

For Short-Term Technical Assistance (Consultants), the Contractor must submit a Pay Scale, which will include the level of expertise (e.g., Junior, Mid-Level, Senior), along with the responsibilities and the qualifications sought for each level. Consultant compensation must be within the pay scale specified and must not, without approval of the contracting officer exceed the maximum daily salary rate as described in ADS 302.

f. Definitions

As used in this Contract, the terms "salaries" and "wages" mean the periodic remuneration received for professional or technical personal services rendered. Unless the Contract states otherwise, these terms do not include any other elements of personal compensation described in the cost principle in [FAR 31.205-6](#) "Compensation for Personal Services," such as (but not limited to) the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" ([AIDAR 752.7028](#)). The term "compensation" is defined in FAR

31.205-6(a) and includes fees and honoraria related to the personal services provided under this contract, but excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

## H.6. DEFENSE BASE ACT INSURANCE

In addition to the requirements specified in (48 CFR) [FAR 52.228-3](#), the Contractor agrees to the following:

- 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 (48 CFR) [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.

### A. RATES

Contract Year	Period of Performance	Services	Construction	Security
Base Period	12/1/15 – 11/30/17	\$2.00	\$4.50	\$7.50
Option 1	12/1/17 – 11/30/18	\$2.00	\$4.50	\$7.50/\$10.00/\$12.50 (see Notes)
Option 2	12/1/18 – 11/30/19	\$2.00	\$4.50	\$7.50/\$10.00/\$12.50 (see Notes)
Option 3	12/1/19 – 11/30/20	\$2.00	\$4.50	\$7.50/\$10.00/\$12.50 (see Notes)
Option 4	12/1/20 – 5/30/21	\$2.00	\$4.50	\$7.50/\$10.00/\$12.50 (see Notes)

Notes:

For Option Periods 1, 2 and 3, the percentage of USAID security payroll would be measured as of the last day of the preceding period (i.e. the base period or the immediately preceding option period), which is referred to as the “measurement date”.

1. If at the measurement date, the percentage of USAID security payroll remains between 0-10.0% of total payroll, the security rate in the next option period will be \$7.50/\$100 employee remuneration.
2. If at the measurement date, the percentage of USAID security payroll is above 10.0% to 25.0% of total payroll, the security rate in the next option period will be \$10.00/\$100 employee remuneration.

3. If at the measurement date, the percentage of USAID security payroll exceeds 25.0% of total payroll, the security rate in the next option period will be \$12.50/\$100 employee remuneration.
4. The term “wages” means the money rate at which the service rendered by an employee is compensated by an employer under the contract of hiring in force at the time of the injury, including the reasonable value of any advantage which is received from the employer and included for purposes of any withholding of tax under subtitle C of the Internal Revenue Code of 1954 [26 USC §§ 3101 et seq.] (relating to employee taxes). The term wages does not include fringe benefits, including (but not limited to) employer payments for or contribution to a retirement, pension, health and welfare, life insurance, training, social security or other employee or dependent benefit plan for the employee’s or dependent’s benefit, or any other employee’s dependent entitlement. Maximum rate of compensation shall not exceed 200 per centum of the applicable national average weekly wage (NAWW) as calculated by the Secretary of Labor. The current NAWW can be found at <http://www.dol.gov/owcp/dlhwc/nawwinfo.htm>.
5. The new rate structure aligns DBA rates to the likelihood that specific types of contracts will incur different frequency of DBA payouts and of differing dollar amounts. Those having greater risk pay greater premiums. Those with anticipated lower risk pay lesser premiums.
6. The concept is to associate specific costs to a contract predicated upon the potential DBA risks under the same contract. The risk is predicated on the nature and inherent danger of certain categories of contracts (and performance under those awards).
7. For contracts that include Aviation, ground crews shall be categorized as Construction, and flight crew shall be categorized as Security.

Upon the Option Year being exercised, the contractor must confirm, in writing, the security payroll percentage as of the measurement date of the preceding period of performance to the CO.

#### B. OBTAINING DBA COVERAGE

Contractors must apply for coverage directly to AON Risk Insurance Services Inc., the agent for AWAC DBA Insurance. For instructions on the required application form and submission requirements, contact the following office:

AON Risk Insurance Services West, Inc.  
2033 N. Main St., Suite 760  
Walnut Creek, CA 94596-3722  
Hours: 8:30 A.M. to 5:00 PM, Pacific Time  
Primary Contact: Fred Robinson  
Phone: (925) 951-1856  
Fax: (925) 951-1890  
Email: [Fred.Robinson@aon.com](mailto:Fred.Robinson@aon.com)

#### C. NOTICE OF EXCLUSION OF MEDICAL EVACUATION COVERAGE

Pursuant to [AIDAR 752.228-70](#), medical evacuation insurance is a separate insurance requirement for overseas performance of USAID contracts; the Defense Base Act insurance does not provide coverage for medical evacuation.

#### D. WAIVERS FOR THIRD COUNTRY AND LOCAL NATIONALS

The list of countries with active DBA waivers is available at <http://www.dol.gov/owcp/dlhwc/dbawaivers/dbawaivers.htm>. In accordance with ADS 302, Missions may obtain a country-based waiver by sending a request to M/OAA Evaluation Division at [dbawaiverrequests@usaid.gov](mailto:dbawaiverrequests@usaid.gov).

#### H.7. LANGUAGE REQUIREMENTS

The Contractor must ensure that Contractor's employees and/or consultants have the appropriate level of skill in written and spoken English proficiency to perform contract requirements. The Contractor must conduct all correspondence with the USG in the English Language. All deliverables under this contract must be produced in English.

#### H.8. EXECUTIVE ORDER -- CLIMATE-RESILIENT INTERNATIONAL DEVELOPMENT

The Contractor must take into consideration the threat that climate change poses to program implementation and must incorporate President Obama's recently announced Executive Order (<http://www.whitehouse.gov/the-press-office/2014/09/23/executive-order-climate-resilient-international-development>) requiring all Federal agencies to make climate resilience programming a part of their international development programs and investments. The Contractor must assess climate-related risks and vulnerabilities for the program, ensuring the work is sustainable and successes endure.

#### H.9. EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor is reminded that U.S. Executive Orders (including E.O. 13224) and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. [FAR 25.701](#) prohibits agencies and their contractors and subcontractors from acquiring any supplies or services from individuals or organizations, if any proclamation, Executive Order, Office of Foreign Assets Control (OFAC) regulations, or statute administered by OFAC would prohibit such a transaction. Accordingly, the Contracting Officer must check the U.S. Department of the Treasury's OFAC List to ensure that the names of the Contractor and proposed subcontractors (and individuals from those organizations who have been made known to them), are not on the list. Mandatory FAR clause [52.225-13](#) Restrictions on Certain Foreign Purchases is included by reference in Section I.1 of this contract. By accepting this contract, the Contractor acknowledges and agrees that it is aware of the list as part of its compliance with the requirements of that clause. This clause must be included in all subcontracts/sub-awards issued under this contract. Further information is available at: <http://www.state.gov/j/ct/rls/other/des/122570.htm> and <https://www.treasury.gov/resource-center/sanctions/Programs/Documents/terror.pdf>

#### H.10. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES

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



**H.11. 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.12. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (MAY 2016)**

- a. Federal agencies are required by [Section 508 of the Rehabilitation Act of 1973](#), as amended (29 U.S.C. 794d), to offer access to electronic and information technology for disabled individuals within its employment, and for disabled members of the public seeking information and services. This access must be comparable to that which is offered to similar individuals who do not have disabilities.

Standards for complying with this law are prescribed by the Architectural and Transportation Barriers Compliance Board ("The Access Board"). The Contractor must comply with any future updates of standards by the Access Board.

36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/sec508/508standards.htm>.

- b. Except as indicated elsewhere in the contract, all electronic and information technology (EIT) procured through this contract must meet the applicable accessibility standards at 36 CFR 1194 as follows: 1194.21 Software applications and operating systems

1194.22 Web-based intranet and Internet information and applications

1194.23 Telecommunications products

1194.24 Video and multimedia products

1194.25 Self-contained, closed products

1194.26 Desktop and portable computers

1194.31 Functional performance criteria

1194.41 Information, documentation, and support

- c. Deliverable(s) must incorporate these standards as well.
- d. The final work product must include documentation that the deliverable conforms to the Section 508 Standards promulgated by the US Access Board.
- e. The Contractor must comply with 508 standards, and any changes needed to conform to the standards will be at no additional charge to USAID.

**H.13. NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES**

The procurement of non-expendable property purchased under this contract will be approved during implementation.

Note: Prior approval from the CO is required for the procurement of any motor vehicles as defined in [ADS 312.5](#).

- a. Pursuant to [ADS 547](#), Information Technology (IT) is defined as follows:

1. The term 'information technology', with respect to an executive agency means any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency. For purposes of the preceding sentence, equipment is used by an executive agency if the equipment is used by the executive agency directly or is used by a Contractor under a contract with the executive agency which (i) requires the use of such equipment, or (ii) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product.
  - a. The term 'information technology' includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.
  - b. Notwithstanding subparagraphs (A) and (B), the term 'information technology' does not include any equipment that is acquired by a Federal contractor incidental to a Federal contract. (Source: Clinger-Cohen Act) (Chapters 541-548, 552).
    - i. The Contractor shall maintain accountable property records of IT resources. These records must identify each accountable item of U.S. Government-funded property acquired or furnished under the contract in a format acceptable to the CO and must be furnished to the CO six months after the effective date of the contract and thereafter annually based on the effective date of the contract. In the event any IT resources are lost, stolen, destroyed or damaged beyond economical repair, the Contractor must promptly notify both the COR and the CO.
    - ii. As part of the Property Disposition Plan, the Contractor will provide a separate and final inventory of IT resources. After consultation with the COR and the USAID Office of Information Resource Management, the CO will provide disposition instructions to the Contractor. The Contractor shall provide a final report to the COR and CO on the final disposition of all IT resources.

#### **H.14. CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY**

All reports generated and data collected during this project will be considered the property of USAID and must 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 a duly-authorized representative of USAID. All findings, conclusions and recommendations will be considered confidential and proprietary.

#### **H.15. CONTRACTOR'S STAFF SUPPORT AND ADMINISTRATIVE AND LOGISTICAL ARRANGEMENTS**

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

#### **H.16. ELECTRONIC PAYMENTS SYSTEM**

- a. Definitions:



1. “Cash Payment System” means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.
  2. “Electronic Payment System” means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.
- b. The Contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, subcontractors, or GUCs, where applicable.
- c. Exceptions. The Contractor is allowed the following exceptions, provided the Contractor documents its contract file with the appropriate justification:
1. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.
  2. Cash payments made to payees where the Contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
  3. Cash payments to vendors below the micro purchase level as defined by [FAR 2.101](#), or for GUCs for less than \$3,000, when payment through an electronic payment system is not reasonably available.
  4. The Contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the Contractor’s written justification, which provides a basis and cost analysis for the requested exception.
- d. More information about how to establish, implement, and manage electronic payment methods is available to Contractors at <http://solutionscenter.nethope.org/programs/c2etoolkit>.”

## **H.17. ENVIRONMENTAL COMPLIANCE**

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. The Contractor’s environmental compliance obligations under these regulations and procedures are specified in the following paragraphs.

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 will govern.

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.”)

A Categorical Exclusion is issued to the Venezuela Response and Integration Project under which this Activity is developed for those activities not expected to have significant impacts on the environment: training; technical assistance to government and civil society entities and staff; analyses and assessments of issues of concern to specific activities and support for practical research and assessments; technical advisors; office rental and equipment purchases (including computers, software, printers, scanners); logistical support; technical assistance to establish effective communications and media campaigns; preparation, updating or issuance of manuals, studies, surveys, policy documents, or communication pieces for distribution; support to civil society organizations to build institutional capacity; promotion of and support to civil society networks and think tanks; meetings, roundtables, conferences, workshops, and other fora; payment of salaries; transportation expenses, policy dialogue; and collection and analysis of data, pursuant to 22 CFR 216 Section 216.2(c)(2):

- (i) Education, technical assistance, or training programs except to the extent such training programs includes activities directly affecting the environment (such as construction of facilities, etc.);
- (iii) Analyses, studies, academic or research workshops and meetings;
- (xiv) Studies, projects, or programs intended to develop the capability of recipient countries to engage in development planning, except to the extent designed to result in activities directly affecting the environment (such as construction of facilities, etc.);

A Positive Determination is issued to the Venezuela Response and Integration Project under which this Activity is developed for activities, support studies or assessments which could lead to actions that might have an impact on the environment. The following are examples of possible activities:

- a. Equity and/or debt financing (support to investment funds) to foster private sector development; including the provision of financial products through Development Credit Authority (DCA) and Global Development Alliances (GDAs); and support to the GOC for implementation of the Freed Trade Agreement with the US (FTA)
- b. Institutional capacity strengthening of producer associations through improved administrative and business practices, budgetary practices, increased market knowledge.
- c. Improved management and use of pesticides, fungicides, etc., through technical assistance and courses or seminars.
- d. Activities that may cause significant environmental impacts.

A Programmatic Environmental Assessment (PEA) is recommended to address this Positive Determination, especially to assess the environmental effects of a number of individual actions and their cumulative environmental impact in the project area. It recommended that the required scoping process and the resulting Scoping Statement for this PEA be conducted (ASAP) during

the planning and design of the new activities to be implemented under the PAD for the Venezuela Response and Integration Project. The PEA will specify the underlying purpose of the project, and analyze reasonable alternatives, including the proposed action. The PEA will be completed as soon as is practicable following the approval of the Scoping Statement. The new activities will be subjected to Initial Environmental Evaluations (IEE) and Environmental Threshold Decisions (ETD) prior to obligation, according to [ADS 201](#), [ADS 204](#) and [22 CFR 216](#).

Additional Responsibilities and Conditions:

- a. New activities eventually implemented under the PAD will be subjected to Initial Environmental Examinations (IEE) and Environmental Threshold Decisions (ETD) prior to obligation, according to ADS 201, ADS 204 and 22 CFR 216.
- b. Each Activity Manager or Contracting (or Agreement) Officer Representative (COR or AOR) is responsible for making sure environmental conditions are met (ADS 204.3.4). In addition, CORs/AORs are responsible for ensuring that appropriate environmental guidelines are followed, mitigation measures in the IEE are funded and implemented, and that adequate monitoring and evaluation protocols are in place to ensure implementation of mitigation measures.
- c. To ensure compliance with the USAID environmental regulation 22 CFR 216, the Implementing Partner (IP) is responsible for using the Monitor system as instructed by the Mission Environment Officer. The IP will ensure that appropriate environmental guidelines are followed and 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. The IP will have the environmental expertise on staff to be able to perform environmental compliance functions.
- d. Applicable best management practices can be found in the Environmental Guidelines for Development Activities in Latin America and Caribbean available at the following web site: <http://www.usaidgems.org/sectorGuidelines.htm>
- e. An amendment of this IEE is required for any activity resulting in policy changes that have the potential to negatively affect the environment, large scale irrigation and other activities not yet designed and therefore not described in this document. Any use, or training for the use, of pesticides in other projects listed in this IEE would require a PERSUAP and IEE amendment.
- f. The MEO, and/or his designee, reserves the right to conduct spot monitoring checks for all of the activities listed in this IEE to ensure that the conditions listed in the IEE, ETD, and subsequent environmental management plans from Monitor are being followed.
- g. The implementing Contractor or partner will ensure that all activities conducted under this instrument comply with all relevant ETDs. Also, through its regular performance monitoring and reporting requirements, a section on environmental compliance (e.g. mitigation monitoring results) will be included.
- h. Language from "Environmental Compliance: Language for Use in Solicitations and Awards - An Additional Help for ADS Chapter 204" must be included, as appropriate, in award documents (see: <http://www.usaid.gov/policy/ads/200/204sac.pdf>). It is the responsibility of the Assistance Objective (AO) Team and/or Contracts/Agreements Officer to ensure that

environmental compliance language from the ETD is added to procurement and obligating documents.

#### Amendments

- i. Amendments to Initial Environmental Examinations (IEE) will be submitted for LAC Bureau Environmental Officer (BEO) approval for any activities not specifically covered in the IEE, which include:
  1. Funding level increase beyond ETD amount,
  2. Time period extension beyond ETD dates (even for no cost extension), or
  3. A change in the scope of work, such as the use of pesticides or activities subject to [Foreign Assistance Act](#) sections 118 and 119 (e.g. procurement of logging equipment), among others.
- j. Amendments to IBEs may require an Environmental Assessments (EA) and approval of these documents by the LAC BEO could require an annual evaluation for environmental compliance.
- k. In addition, language from "Environmental Compliance: Language for Use in Solicitations and Awards - An Additional Help for ADS Chapter 204" must be included, as appropriate, in award documents (see: <http://www.usaid.gov/policy/ads/200/204sac.pdt>).

### H.18. EXCHANGE VISITORS AND TRAINING

Definition: An eligible host-country resident or national sponsored by USAID for a learning activity conducted within the U.S., a third country or in-country for the purpose of furthering USAID development objectives. A learning activity takes place in a setting in which an individual (the participant) interacts with a knowledgeable professional predominantly for the purpose of acquiring knowledge, skills, or information for the professional or technical enhancement of the individual. Learning activities may be formally structured, such as an academic program or a technical course, or they may be more informal, such as an observational study tour.

All USAID/Colombia counterparts/recipients/contractors are required to enter all training related data into TraiNET/VCS system. USAID's TraiNET system is a web-based repository that enables the planning and reporting of information on all USAID-funded training and education data. This includes all in-country, third-country, regional, and U.S. training that takes place during each Fiscal Year. Accurate and complete data entry will allow the Bureau of Economic Growth and Trade (EGAT) in Washington D.C. to complete its annual submission to the State Department. This data is also shared with the Congress and other interested parties. It is important that each Mission be able to showcase the short- and long-term training and education that have taken place across its portfolio.

Application of [ADS Chapter 252](#) and [ADS Chapter 253](#): The Contractor must conform to U.S. Government regulations on Visa Compliance for Exchange Visitors, Training for Development, and USAID/Colombia-specific requirements for processing of J-1 Exchange Visitors. The Contractor must enter applicable information into USAID's web-based training information system, TraiNET, for any exchange visitors, participant training, third-country training, or in-country training funded through this contract. Information on Visa Compliance for Exchange Visitors and Participants Training Capacity Development requirements is available in ADS

Chapters 252 and 253 at <http://www.usaid.gov/who-we-are/agency-policy>. For assistance and further details on legal restrictions, the Contractor may consult with the COR.

References and Authorities:

1. ADS 252, "Visa Compliance for Exchange Visitors"  
<http://www.usaid.gov/ads/policy/200/252>
2. ADS 253, "Training for Development" <http://www.usaid.gov/ads/policy/200/253>
3. ADS 206, "Prohibition of Assistance to Drug Traffickers"  
<http://www.usaid.gov/ads/policy/200/206>

**H.19. SECTION 508 OF THE REHAB. ACT OF 1978 AND FAC 97-27 "ELECTRONIC IT ACCOUNTABILITY"**

- a. The Contractor must provide a comprehensive list of all offered specific electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Contractor must clearly indicate where this list with full details of compliance can be found (e.g., vendors or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning five calendar days after award. The Contractor must maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to its product line.
- b. For every EIT product accepted under this contract by the Government that does not comply with 36 CFR Part 1194, the Contractor must, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever shall occur first.

Further information on Section 508 is available via the Internet at <http://www.section508.gov>  
[http://www.usaid.gov/business/business\\_opportunities/cib/pdf/cib0121.pdf](http://www.usaid.gov/business/business_opportunities/cib/pdf/cib0121.pdf)

**H.20. GOVERNMENT FURNISHED FACILITIES OR PROPERTY**

The Contractor and any employee or consultant of the Contractor is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. government clerical or technical personnel in the performance of the services specified in the contract unless the use of Government facilities or facilities is specifically authorized in advance, in writing, by the CO.

**H.21. HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12)  
(SEPTEMBER 2006)**

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued [Homeland Security Presidential Directive-12](#). HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems. USAID will begin issuing HSPD-12 "smart card" IDs to applicable contracts, using a phased approach. Effective October 27, 2006, USAID will begin issuing new "smart card" IDs to new Contractors (and new Contractor employees) requiring routine access to USAID controlled facilities and/or access to USAID's information systems.

USAID will begin issuance of the new smart card IDs to existing Contractors (and existing Contractor employees) on October 27, 2007. (Exceptions would include those situations where an existing Contractor (or Contractor employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing Contractor (or Contractor employee) would need to follow the PIV processes described below, and be issued one of the new smart cards.)

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

USAID/Colombia contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and Contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the Contractor to receive a building access ID, and before access will be granted to any of USAID's information systems. All contractors must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing.

The Contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the Contractor or completion of the contract, whichever occurs first.

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

In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recently issued guidance should take precedence, unless otherwise instructed by the CO. The Contractor is required to include this clause in any subcontract that requires the subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID's information systems.

## **H.22. INHERENTLY GOVERNMENTAL AND CLOSELY ASSOCIATED FUNCTIONS**

The Contractor may not perform any inherently governmental functions under the contract. The Contractor may not perform any closely associated functions under this contract without the prior written approval of the Contracting Officer. The definition of closely associated function is provided in the Office of Management and Budget, Office of Federal Procurement Policy (OFPP) [Policy Letter 11-01](#) "Performance of Inherently Governmental and Critical Functions".

## **H.23. PERFORMANCE MANAGEMENT INFORMATION SYSTEM**

USAID/Colombia has developed a partner portal for reporting performance (MONITOR) against the mission's performance management system. The Contractor is required to monitor and report



against contract performance. The purpose of the system is in part to reduce both USAID and implementing partners' staff time in aggregating timely information and generating reports for USAID and interested parties, including but not limited to USAID/Washington, Congress, the governments of countries where any interventions under this contract is implemented, and other donors and stakeholders.

As established in its contract and approved work plans, the Contractor will provide an update of information (including, but not limited to, performance results, geospatial coordinates, success stories, and photographs) on performance by entering this information into MONITOR. The Contractor will enter information via an Internet website; USAID will provide the URL address or Access Database, and a user ID/password.

USAID/Colombia will train implementing partners' Monitoring and Evaluation staff on the use of MONITOR. Once trained, the Contractor will enter and manage the data accordingly. The Contractor will be required to appoint a MONITOR Point-of-Contact - typically, the Monitoring and Evaluation Specialist - to aid in communication and implementation.

The Contractor is responsible for ensuring that informed consent and personal information of the studies' respondents/participants are appropriately obtained, collected, and stored, in accordance with international standards.

#### **H.24. PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JULY 2007)**

- a. Before a Contractor (or a contractor's employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAID/Washington contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer.  
Submission of these documents, and related background checks, are mandatory in order for the contractor to receive a building access ID, and before access will be granted to any of USAID's information systems. All contractors must physically present these two source documents for identity proofing at their USAID/Washington or Mission Security Briefing. The Contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the Contractor or completion of the contract, whichever occurs first.
- b. The Contractor must comply with all applicable HSPD-12 and PIV procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent related USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office.
- c. The Contractor is required to include this provision in any subcontracts that require the subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID's information systems.

## **H.25. PRESS RELATIONS**

The Contractor must coordinate all press engagements, including media inquiries and statements with USAID's COR. Contractor will seek approval from COR prior to agreeing to or allowing staff to conduct interviews with the press. The Contractor may not speak on behalf of USAID but will refer all requests for USAID information to the USAID COR/Communication/Press Officer.

## **H.26. REQUESTS FOR CONSENT TO SUBCONTRACT**

- a. The following subcontractor/s are/were evaluated during negotiations and consent is provided as listed below:

[TBD]

- b. The Contractor will submit a request for any further subcontracting in accordance with FAR Clause [52.244-2](#). Consent will be provided in advance by the Contracting Officer.

## **H.27. SUBCONTRACTING PLAN**

The Contractor's subcontracting plan dated [TBD] is hereby incorporated as a material part of this contract. Effective December 30, 2005, USAID commenced participation in the electronic Subcontracting Reporting System (eSRS). The requirement to report your use of subcontractors in the new eSRS applies to any contract in which there is a subcontracting plan to utilize U.S. small businesses.

If you need more information or register in eSRS, please visit the official website at <http://www.esrs.gov>. Please note that contract data in eSRS is tied to the DUNS Number of Record. When submitting your individual and summary reports in eSRS, please be sure to include the email address of the Contract Officer specified on the contract.

## **H.28. SECURITY CONDITIONS**

The Contractor must be aware of security conditions in Colombia, and by entering into the contract, assumes full responsibility for the safety of its employees. Prior to commencing work in Colombia, the Contractor must 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 Colombia, but particularly before any employee travels outside of Bogota, the Contractor must seek information from all available sources, including USAID/Colombia, for all areas in which its employees work or travel. The 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/Colombia 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 must assume responsibility for contacting all of its employees. The Contractor must provide the COR the name, current address, and current home and/or cellular telephone number of the Chief of Party and of an alternate designated employee. The Contractor is responsible for ensuring that the information provided to the COR is up-to-date so that in an emergency, the Chief of Party or alternate representative can be reached immediately and he/she can rapidly contact all other affected employees.



## **H.29. 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.30. TITLE TO AND CARE OF PROPERTY**

In accordance with [AIDAR 752-245.71](#) incorporated in Section I, title of all non-expendable property purchased with contract funds under this contract is vested in USAID. The CO hereby designates the Contractor to keep custody and control of all non-expendable property purchased under this contract. Prior to any disposition of property under this contract, the Contractor will prepare a Property Disposition Plan (PDP). PDPs must be approved by the CO before any disposition is carried out and must include the following information:

- a. Full name of Recipient
- b. Identification number of Recipient
- c. Name and Position of Recipient's Legal Representative
- d. Type of Item
- e. Description of Item
- f. Manufacturer & Model / Type
- g. Vendor Name
- h. Purchase Price (COP)
- i. Purchase Price (USD)
- j. Purchase Date
- k. Serial License (if applicable)
- l. Current Physical Location
- m. Current Physical Condition
- n. Justification for Disposition of Property

Once the PDP is approved, the Contractor is allowed to carry out the disposition and must secure a signed Acknowledgement of Receipt from each Recipient. These documents must be provided to USAID to conclude the process.

## **H.31. USAID LEGAL AND POLICY CONSIDERATIONS**

The Contractor should be aware of USAID legal and policy requirements that apply to agricultural development when proposing activities. Some considerations include, but are not limited to, the following:

- a. USAID Implementation of Construction Activities, available at <http://inside.usaid.gov/ADS/300/303maw.pdf>
- b. Under section 601(d) of the [Foreign Assistance Act](#), as amended, states that if providing capital (for example, construction) assistance, U.S. engineering and professional services must be used to the maximum extent, consistent with U.S. interests.
- c. Section 604(g) of the [Foreign Assistance Act](#) of 1961, as amended states that no engineering or construction services may be procured from advanced developing countries eligible under Code 941 that have attained competitive capability in international markets, unless:

1. The advanced developing country is receiving direct economic assistance under the FAA, and
  2. Its own assistance program would permit U.S. firms to compete for similar services.
- d. FH.R.2772 - Department of State, Foreign Operations, and Related Programs Appropriations Act (FOAA) FY2016 section 7080 states that no funds can be expended to provide “any financial incentive to a business enterprise currently located in the United States for the purpose of inducing such an enterprise to relocate outside the United States if such incentive or inducement is likely to reduce the number of employees of such business enterprise in the United States because United States production is being replaced by such enterprise outside of the United States.” ADS 225 provides guidance on the kinds of trade and investment promotion activities that are clearly prohibited by FY 2016 FOAA section 7080, on the kinds of activities that are clearly permitted by the legislation, and on the kinds of activities that fall within a gray area which require further review and consideration of policy and legal issues before they can be funded.
- e. Policy Determination 15 states that “AID does not intend to support production of agricultural commodities for export that are likely to have a significant impact on competing U.S. exports.” PD-15 <http://www.usaid.gov/policy/ads/200/pd15.pdf> outlines the relevant factors to be taken into account:
1. export potential of the commodity in question;
  2. magnitude of production likely to result from the Activity;
  3. likely export markets;
  4. volume of U.S. exports of the commodity in question and similar commodities;
  5. U.S. share of the world or regional market that could reasonably be expected to be affected by increased exports of the commodity

The revised [22 CFR 228.01](#) contains a definition of “developing countries” and “advanced developing countries.” The revised ADS 310 has a current list of both developing and advanced developing countries.

- f. FY 2016 FOAA section 7025(a) prohibits USAID from providing assistance “for establishing or expanding production of any commodity for export by any country other than the United States, if the commodity is likely to be in surplus on world markets at the time the resulting productive capacity is expected to become operative and if the assistance will cause substantial injury to United States producers of the same, similar, or competing commodity”.
- g. Under FAA Sec. 604(e), and [ADS 312](#), agricultural commodities and products thereof must be procured within the U.S. unless the commodity or product could not be reasonably produced in the U.S. in fulfillment of the particular assistance program. Waivers can be requested on a case by case basis and must be approved prior to the purchase of such restricted commodities.

### **H.32. USAID/COLOMBIA COMMUNICATIONS AND OUTREACH REQUIREMENTS**

USAID/Colombia conducts public affairs efforts to highlight the role and contribution of U.S. assistance programs in Colombia as a way to raise public awareness, understanding, and support for USG-funded goals and activities.

The Contractor will enhance USAID's outreach and communications efforts in two dimensions:

- a. The first dimension is outreach to domestic and U.S. audiences. This includes but is not limited to:
  1. Preparing and sharing (with USAID) updated fact sheets on a quarterly basis.
  2. Preparing and including success stories (following USAID guidance) describing the impact of the program in quarterly technical reports. Such stories can be as short as one paragraph and not longer than one page.
- b. The second dimension is to advance program objectives through effective communications. Toward this end, the Contractor will develop a comprehensive communications strategy to guide the communications of the program. The communications strategy will include in-depth strategic considerations section providing an analysis of the internal and/or external environment, a set of project and communication objectives, key audiences (both primary and secondary), key messages, implementation plan, budget, and evaluation framework. The communications strategy will be designed for an initial two-year time horizon, with a more detailed implementation plan for the first year.

In addition, the Contractor will coordinate with the TOCOR and USAID's Development Outreach and Communication Specialists (DOCs) to respond in a timely manner to USAID information requests, and collaborate on public diplomacy events and VIP visits. All outreach and communications activities and materials must be cleared by the TOCOR, as appropriate, in consultation with USAID's DOCs.

Event planning and requests for U.S. government officials to speak at public events: The Activity may require or present an opportunity for participation of U.S. Government officials at public events. In these cases, the Contractor is required to have an early discussion with the TOCOR and decide what type of representation is required. At the request of the TOCOR the Contractor may be required to prepare and submit a brief description of the event, draft agenda, scene-setters, and talking points for events in which USAID personnel participate.

Media and Public Announcements: The issuance of media advisories and press releases, as well as contact with national, regional and/or international media must be coordinated with the TOCOR and the DOCs, who will coordinate with the U.S. Embassy's Public Affairs Section.

Social Media: As per [ADS Chapter 558](#) (Use of Social Media for Public Engagement), all pro-posed social media platforms must be fully justified for programmatic necessity and must be approved in advance by the TOCOR, in consultation with the DOCs and USAID Website Governance Board.

Reporting of the Activity Developments and Achievements: The Contractor is required to keep the TOCOR abreast of key achievements of the Activity as well as of expected events (all activities related to the Activity or have a direct impact on USAID's work).

Special Reports and Memoranda: The Contractor shall prepare special reports in the event of extraordinary, time-sensitive events that need to be brought to the TOCOR's attention sooner than the next quarterly update. Special reports may be requested from the Contractor by the COR or may be produced by the Contractor exercising his/her own discretion and judgment. The Contractor shall prepare memoranda analyzing draft legislation and regulations.

Submission of Development Experience Documentation: The Contractor will submit one electronic and/or one hard copy of development experience documentation, in accordance with applicable regulations, to the Development Experience Clearinghouse (DEC).

Other Materials: The Contractor shall provide to the TOCOR copies of any training or instructional materials, assessments, analytical materials, reports, and other programmatic documents produced under this contract as an annex to the quarterly or annual reports.

### **H.33. EXPATRIATE PERSONNEL**

All long-term expatriate personnel are required to obtain written TOCO approval before mobilizing to Colombia.

### **H.34. GUIDANCE ON PROCURING PERSONAL PROTECTIVE EQUIPMENT (PPE) / COVERED MATERIALS.**

1. Except as provided in paragraph 2 below, and notwithstanding anything in this contract to the contrary, no funds under this contract may be used for the procurement of “Covered Material” as listed below without the prior written consent of the Contracting Officer. For purposes of this special contract, “Covered Material” shall consist of the following:
  - Surgical N95 Filtering Facepiece Respirators, including devices that are disposable half-face-piece non-powered air-purifying particulate respirators intended for use to cover the nose and mouth of the wearer to help reduce wearer exposure to pathogenic biological airborne particulates;
  - PPE surgical masks, including masks that cover the user’s nose and mouth and provide a physical barrier to fluids and particulate materials;
  - PPE nitrile gloves, including those defined at [21 CFR 880.6250](#) (exam gloves) and 878.4460 (surgical gloves) and such nitrile gloves intended for the same purposes; and
  - Level 3 and 4 Surgical Gowns and Surgical Isolation Gowns that meet all of the requirements in ANSI/AAMI PB70 and ASTM F2407-06 and are classified by Surgical Gown Barrier Performance based on AAMI PB70.

For clarity, non-medical grade masks, including cloth masks, are not included in the list of Covered Material above. Further, USAID may modify the list of Covered Material from time-to-time, in writing; any such changes to the list shall apply prospectively.

2. The restrictions set forth in paragraph 1 above shall not apply to the procurement of Covered Material:
  - a) for the protection of and use by the Contractor’s or sub-contractor’s staff; or
  - b) for the safe and effective continuity of USAID-funded programs, including for the protection of beneficiaries, provided that such items are manufactured locally or in the same geographical region as the country in which USAID is providing assistance, as defined by the U.S. Department of State’s regional system (Africa, East Asia and the Pacific, Europe and Eurasia, Near East, South and Central Asia, and Western Hemisphere), and provided that such items are not, and could not reasonably be expected to be, meant for the United States market.

The CO may change the exemptions set forth in this paragraph in writing; any such changes shall apply prospectively.

3. "Staff" for the purposes of the Exception in 2(a) is defined as any individuals receiving financial compensation from the recipient or Contractor or sub-recipient or subcontractor.
4. For each purchase of Covered Material under Exception 2(b), the recipient or Contractor must provide the TOCO with contemporaneously dated documentation that the order of Covered Material is not meant for, and could not reasonably be meant for, the U.S. market. The TOCO will then upload the statement into ASIST. This documentation can take the form of a simple email verification from a vendor or a brief, contemporaneously dated, written statement or e-mail from the recipient or Contractor confirming its conversation with the vendor.

## **H.35. ORDERING PROCEDURES**

### **H.35.1 General**

- a. To obtain services or other deliverables that are within the scope of this contract, the Task Order Contracting Officers (TOCO) may issue orders using any of the pricing types specified in the contract.
- b. The Contractor must respond to the RFTOP in accordance with the Terms & Conditions therein.
- c. No separate payment will be made to the Contractor for the cost to prepare, submit and/or negotiate a Task Order proposal.
- d. The Contractor must not commence work until a signed Task Order is issued and the Contractor is authorized by the TOCO.
- e. All USAID Mission/Bureau Contracting Officers (including Mission Directors and Executive Officers) may issue Task Orders within their delegated authorities to provide desired services within the scope of Section C and the terms and conditions of this IDIQ contract. The IDIQ Contracting Officer's Representative (COR) must review the prospective Task Order requirement or statement of work (SOW).
- f. TOCOs must negotiate and administer task orders in accordance with the ordering procedures set forth herein.
- g. If Grants Under Contract (GUCs) are authorized at the Task Order level, the Task Order will directly state so.
- h. At any time and throughout the life of the contract, at the request of either the Contractor or the Government, the Contractor may propose additional labor categories, rates, and descriptions in addition to the contract labor categories for the Task Order. These additional labor categories, rates, and descriptions will be negotiated on a case-by-case basis and may only be approved by the IDIQ Contracting Officer.

### **H.35.2 Request for Task Order Proposal (RFTOP)**

- a. Task Order may be issued by USAID/Colombia Contracting Officers within this IDIQ contract SOW described in Section C.
- b. Each Task Order will carry a specific Task Order number which will be cited on each invoice placed against this IDIQ Contract.

- c. In no event must the aggregate total of all Task Orders exceed the Maximum Ordering Limitation authorized in this IDIQ Contract. All Task Order statements of work and performance periods must be within the statement of work and effective period of this IDIQ Contract.
- d. The FAR and AIDAR clauses/provisions included in the contract are applicable to Task Orders as issued based on their individual statements of work. Clauses and provisions remain applicable throughout the terms of the Contract and orders. Additionally, there may be clauses/provisions that apply only at the Task Order level.
- e. All SOWs or SOOs of prospective task orders must be approved by the IDIQ contract COR. The proposed estimated total cost must be cleared by the IDIQ contract COR prior to release of the solicitation.
- f. Past performance information specific to the Task Order requirement may be requested.
- g. The terms of this IDIQ Contract require that whenever a Task Order award is contemplated, the Contractor will receive a RFTOP. All Task Order proposals must include the Contractor's cost or price to perform the anticipated task order. The RFTOP request must be in writing (via mail, e-mail, or other, as set out in the RFTOP) and include a description of the intended Services.

All Task Order proposals must include the Contractor's cost or price to perform the anticipated Task Order. The RFTOP request must be in writing (via mail, e-mail, fax, or other, as set out in the RFTOP) and include a statement of objectives or statement of work and the evaluation procedure, including the relative weighting of cost/price and non-cost/price criteria. If the selection is based upon information obtained from other than the Contractor's proposals, the RFTOP must identify the other evaluation criteria. The evaluation may be based solely on cost/price and past performance, but may also include one or more technical factors such as corporate experience personnel, and or technical approach.

Contractors may elect not to submit a proposal per the minimums and maximums specified in Section H.35.3 below.

### H.35.3 RFTOP Content

Orders placed under this IDIQ contract must contain the following information:

- a. RFTOP number
- b. Closing Date of RFTOP proposal submission
- c. Statement of Work (SOW)/Statement of Objectives (SOO)
- d. Instructions for submission of technical and cost/price proposals
- e. Evaluation criteria and relative order of importance, if any
- f. Branding Strategy
- g. Anticipated Contract Type (completion or term)
- h. Security situation and plan requirements
- i. Environmental conditions

- j. Total Estimated Cost Range
- k. CO contact information

#### H.35.4 Task Order Award Content

- a. Date of order.
- b. Task Order Number and Contract Number;
- c. For supplies and services, contract item number and description, quantity, and unit price or estimated cost or fee.
- d. Accounting and appropriation data. Source of Funds and Fiscal Data, TIN, DUNS number;
- e. Method of payment and payment office, if not specified in the contract (see [32.1110\(e\)](#)).
- f. Total Estimated Cost/Ceiling Price;
- g. Obligated Amount (which must constitute the maximum liability on behalf of the Government);
- h. Statement of Work (SOW)/Performance Work Statement (PWS)/SOO and Contractor's response to PWS or SOO if applicable that is based upon performance standards, deliverables, and results to which the Contractor must be held and includes a QASP;
- i. Budget including identification of the Expanded Object Class Code (EOCC) series, and including the costs of Labor, Other Direct Costs (ODCs), Fee, and Ceiling Price;
- j. Place of Performance;
- k. Place of delivery or performance (including consignee);
- l. Any packaging, packing, and shipping instructions.
- m. Logistic Support;
- n. USAID and Other Officials (e.g. CO & COR);
- o. Language Requirements;
- p. Deliverables/Results/Reports:
- q. Special Requirements/Relevant Information (e.g., source/origin waivers);
- r. Government-Furnished Property, if any, to be furnished to the Contractor;
- s. Authorized Work-Week if other than the IDIQ provision;
- t. Key/Essential Personnel; and
- u. Payment Office.
- v. Gender requirements
- w. Branding and Marking
- x. Other special requirements
- y. Response to Environmental Conditions
- z. Security Plan
- aa. TOCOs will include in Task Orders any specific clauses and provisions that are required in [ADS 302](#) and the Internal Mandatory Reference "Contract



Clause Guide for Unclassified Information System Security Systems and Services”).

**H.35.5 Task Order Limitations/Performance Based/Award Types**

- a. Task Orders issued under this IDIQ contract may be either Cost-Plus-Fixed-Fee (CPFF) (term or completion), or any Fixed-Priced type.
- b. Minimum Order: When USAID requires services or reports and other deliverables covered by this contract in a Task Order in the amount of less than \$25,000, the Contractor is not obligated to accept an order to furnish those services or reports and other deliverables under this contract. However, if the Contractor agrees to furnish services or reports and other deliverables required by USAID in an amount of less than \$25,000 and is awarded a Task Order to do so, the Contractor is required to provide said services and reports/deliverables in accordance with the contract's terms and conditions.
- c. Maximum Order: When USAID requires services or reports and other deliverables covered by this contract in a Task Order amount of more than \$80,000,000 the Contractor is not obligated to accept an order to furnish those services or reports and other deliverables under this contract. However, if the Contractor agrees to furnish services or reports and other deliverables required by USAID in excess of \$80,000,000 and is awarded a Task Order to do so, the Contractor is required to provide said services and reports/deliverables in accordance with the contract's terms and conditions.
- d. Notwithstanding the above, if issuance of a Task Order to, and acceptance of a TO by, the Contractor would:
  1. result in the Contractor (or its personnel or its subcontractors or their personnel) having an organizational conflict of interest for which restrictions would be placed on the Contractor's (or its personnel or its subcontractors' or their personnel) future activities; or
  2. violate the provisions of the Procurement Integrity legislation, i.e., Section 27 of the Office of Federal Procurement Policy Act ([41 U.S.C. 423](#)), as amended by Section 814 of Pub. L. 101-189 the Contractor, after written notification to the Contracting Officer is not obligated to furnish those services or reports and other deliverables under this contract, and USAID may acquire the supplies or services from another source.
- e. Request for Task Order Proposal:
  1. The TOCO has discretion to decide how much documentation is needed to assess the technical capability and cost of the Contractor.
  2. To obtain services or other deliverables that are within the SOW of this contract, the TOCO may issue orders using any of the pricing types specified in the contract.
  3. The Contractor must respond to the RFP within the number of calendar days stated in the Request for Task Order Proposal.



4. If the Contractor submits a proposal, they must comply with the terms and conditions and page limitations for proposals established in the RFTOP; USAID will not evaluate any pages that exceed these limits.

#### H.35.6 Performance-Based Acquisition (PBA)

Through the direction of the Office of Management and Budget (OMB), Office of Federal Procurement Policy (OFPP), performance-based contracting techniques will be applied to task orders issued under this contract to the “maximum extent practicable”. For information about PBA, refer to OFPP’s Best Practices Handbook located at [www.whitehouse.gov/omb](http://www.whitehouse.gov/omb).

PBA task orders must include at a minimum:

1. Performance requirements that define the work in measurable, mission-related terms;
2. Performance standards (i.e., quality, quantity, timeliness) tied to the performance requirements;
3. A Government Quality Assurance Surveillance Plan (QASP) or other suitable plan that describes how the Contractor’s performance will be measured against the performance standards;
4. If the acquisition is either critical to agency mission accomplishment or requires relatively large expenditures of funds, positive and negative incentives tied to the performance standards.

The proposal request will include a due date for proposal submission and requirements documentation (SOO, SOW or PWS) that will include either the Government’s objectives or a detailed description of work to be accomplished, a listing of the deliverables required and any additional data, as appropriate. The RFTOP will also include specific instructions for the submission of proposals, selection criteria factors, the factors’ order of importance and other information deemed appropriate. Please see RFTOP content provided above.

#### H.35.7 Task Order Administration

##### a. Subcontractors

Subcontracts require consent in accordance with [FAR 52.244-2](#).

##### b. Addition of a new subcontractor after Task Order Award.

Addition of new subcontracts must be made in accordance with [FAR 52.244-2](#).

##### c. Right to Procure from Other Sources

The Government, under the terms of this IDIQ, retains the right to procure similar services from other sources during the period of this contract.

##### d. Conversion to a Fixed-priced and or Performance Based Task Order

If both the Government and the Contractor agree, a Task Order can be converted from a term contract to a fixed-price completion performance-based

service contract after the initial period of performance. The conversion is accomplished as follows:

- a. Within ninety (90) calendar days prior to the end of the Task Order's initial period of performance, the Contractor must prepare and submit for Government review, comment, and concurrence.
  - i. A PWS that captures all effort performed during the base year of performance, and
  - ii. A Quality Assurance Surveillance Plan (QASP). The QASP will address performance standards which relate to the performance requirements; how the Contractor's performance will be measured against the performance standards; and surveillance schedules and methods. The QASP may either be included as part of the PWS or as a separate document.
- b. Within sixty (60) calendar days prior to the end of the Task Order's initial period of performance, the Government and the Contractor will resolve to their mutual satisfaction any comments or concerns on the PWS and/or QASP. Upon exercise of the option for the first follow-on period of performance, the Government has the unilateral right to modify the Task Order to incorporate the agreed upon documents to accomplish the conversion to a performance-based task order.

**[END OF SECTION H]**

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1.52.252-2 CONTRACT 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): <https://www.acquisition.gov/far/> and full text of the AIDAR clauses is available at <http://www.usaid.gov/ads/policy/300/aidar> and <http://www.usaid.gov/ads/policy/300/300>.

**48 CFR – VOLUME 1 – CHAPTER 1 – FEDERAL ACQUISITION REGULATION**

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUN 2020
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN 2020
	ALTERNATE I	OCT 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUN 2020
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JUN 2020
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUN 2020
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	OCT 2016
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS	OCT 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS.	DEC 2014
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED	JUL 2018

52.209-6	BY KASPERSKY LAB AND OTHER COVERED ENTITIES PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUN 2020
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.210-1	MARKET RESEARCH	JUN 2020
52.215-2	AUDIT AND RECORDS – NEGOTIATION	JUN 2020
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES ALTERNATE I	JUN 2020 OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	AUG 2018
52.216-8	FIXED FEE	JUN 2011
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT 1997
<del>52.217-9</del>	<del>OPTION TO EXTEND THE TERM OF THE CONTRACT</del>	<del>MAR 2000</del>
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	SEPT 2016
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUN 2020
52.222-50	COMBATING TRAFFICKING IN PERSONS.	JAN 2019
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	JUN 2020
52.224-1	PRIVACY ACT NOTIFICATION.	APR 1984
52.224-2	PRIVACY ACT.	APR 1984
52.224-3	PRIVACY TRAINING	JAN 2017
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225.19	CONTRACTOR PERSONNEL IN A DESIGNATION OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE OF THE UNITED STATES	MAY 2020
52.227-14	RIGHTS IN DATA-GENERAL	MAY 2014
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.229-6	TAXES-FOREIGN FIXED-PRICE CONTRACTS	FEB 2013
52.230-2	COST ACCOUNTING STANDARDS	JUN 2020
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	JUN 2020
52.230-4	DISCLOSURE AND CONSISTENCY OF COST	JUN 2020

	ACCOUNTING PRACTICES-FOREIGN CONCERNS	
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUNE 2010
52.232-1	PAYMENTS	APR 1984
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENT	APR 1984
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS.	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-25	PROMPT PAYMENT	JAN 2017
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	MAY 2014
	ALTERNATE I	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I	JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-2	PRODUCTION PROGRESS REPORTS	APR 1991
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	JAN 2017
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP-WORK ORDER	AUG 1989
	ALTERNATE I	APR 1984
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.243-1	CHANGES-FIXED PRICE	AUG 1987
	ALTERNATE I	APR 1984
52.243-2	CHANGES - COST-REIMBURSEMENT	APR 1984
	ALTERNATE I	AUG 1987
52.244-2	SUBCONTRACTS	JUN 2020
	ALTERNATE I	JUN 2020
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	AUG 2020
52.245-1	GOVERNMENT PROPERTY	JAN 2017
52.245-9	USE AND CHARGES	APR 2012
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012
52.249-4	TERMINATION FOR CONVENIENCE OF THE	APR 1984

52.249-6	GOVERNMENT (SERVICES) (SHORT FORM)	
52.249-8	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	EXCUSABLE DELAYS	APR 1984
	COMPUTER GENERATED FORMS	JAN 1991

[AIDAR CLAUSES \(48 CFR CHAPTER 7\)](#)

752.202-1	DEFINITIONS	JAN 1990
	SUPPLEMENT FOR USAID CONTRACTS INVOLVING PERFORMANCE OVERSEAS	JUN 2009
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.222-71	NONDISCRIMINATION	JUNE 2012
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	FEB 2012
752.227-14	RIGHTS IN DATA—GENERAL	OCT 2007
752.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	JUL 1997
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL 2007
752.229-71	REPORTING OF FOREIGN TAXES	JUL 2007
752.231-72	CONFERENCE PLANNING AND REQUIRED APPROVALS	AUG 2013
	DEVIATION	APR 2020
752.242-70	PERIODIC PROGRESS REPORTS	OCT 2007
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEP 2013
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
	DEVIATION	JUN 2020
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
752.7028	DIFFERENTIAL AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	APR 2014
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7036	USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION	JULY 2014

752.7037	CHILD SAFEGUARDING STANDARDS	AUG. 2016
752.7038	NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES OR SERVICES	OCT 2016
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES	JUNE 2008

**I.2. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020)**

(a) Definitions. As used in this clause—

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

Full cooperation-

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

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

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

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

(3) Does not restrict a Contractor from-

(i) Conducting an internal investigation; or

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

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

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

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

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

(b) Code of business ethics and conduct.

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

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

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

(2) The Contractor shall-

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

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

(3)

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

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

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

(ii) The Government, to the extent permitted by law and regulation, 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 Governmentwide 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 Governmentwide 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 exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award 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.3. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)**

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the [Export Control Reform Act of 2018](#) (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications

equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in [FAR 4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in [FAR 4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the

case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

#### **I.4. 52.216-18 ORDERING (AUG 2020)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from [TBD] through [TBD].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

- (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

#### **I.5. 52.216-19 ORDER LIMITATIONS (OCT 1995)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **[TBD] [insert dollar figure or quantity]**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-
  - (1) Any order for a single item in excess of **[TBD] [insert dollar figure or quantity]**;
  - (2) Any order for a combination of items in excess of **[TBD] [insert dollar figure or quantity]**; or
  - (3) A series of orders from the same ordering office within **[TBD]** days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **[TBD]** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **I.6. 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after [TBD].

#### **I.7. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)**

- (a) Definitions. As used in this clause

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at

[http://www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

Segregated facilities, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at

[http://www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

#### **I.8. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)**

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

- (b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless



exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**I.9. EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)**

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**I.10. 52.229-8 TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)**

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

If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code ([Title 26, U.S. Code](#)) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

**I.11. 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)**

- (a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid-
  - (1) By the Contractor under a cost-reimbursement contract; and
  - (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight



shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to-

Office of Acquisition and Assistance

USAID/Colombia

Cra. 45 No. 24B-27

Bogota, Colombia

**I.12. 752.252-2 AIDAR CLAUSES INCORPORATED BY REFERENCE (MAR 2015)**

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 all AIDAR solicitation provisions and contract clauses is contained in the Code of Federal Regulations (CFR) located at [48 CFR chapter 7](#).

**[END OF SECTION I]**

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

Documents may be accessed electronically at the sites listed below. If the form is not available on a site, it is attached to this solicitation.

**J.1 VENEZUELA RESPONSE AND INTEGRATION IDIQ MIGRANT MANAGEMENT TASK ORDER AND STATEMENT OF OBJECTIVES**

It is included in the attachments section at the end of this solicitation.

**J.2 BRANDING AND IMPLEMENTATION PLAN AND MARKING PLAN TEMPLATE AND GUIDANCE**

It is included in the attachments section at the end of this solicitation.

**J.3 VENEZUELAN MIGRANTS IN COLOMBIA BY MUNICIPALITY**

It is included in the attachments section at the end of this solicitation.

**J.4 VENEZUELA RESPONSE AND INTEGRATION STANDARD & CONTEXT INDICATORS**

It is included in the attachments section at the end of this solicitation.

**J.5 VENEZUELA RESPONSE AND INTEGRATION PROGRAMMATIC INITIAL ENVIRONMENTAL EXAMINATION (IEE)**

It is included in the attachments section at the end of this solicitation.

**J.6 MIGRATION MANAGEMENT SUPPLEMENTAL INITIAL ENVIRONMENTAL EXAMINATION (SIEE)**

It is included in the attachments section at the end of this solicitation.

**J.7 USAID/COLOMBIA GENDER ANALYSIS AND ASSESSMENT**

It is included in the attachments section at the end of this solicitation.

**J.8 SECTION 889 RULE GUIDANCE**

Please see <https://www.usaid.gov/work-usaid/resources-for-partners/section-889-partner-information>

**J.9 DIGITAL ECOSYSTEM COUNTRY ASSESSMENT (2020)**

It is included in the attachments section at the end of this solicitation.

**J.10 CONTRACTOR PERFORMANCE REPORT - SHORT FORM**

It is included in the attachments section at the end of this solicitation.

**J.11 BIOGRAPHICAL DATA SHEETS**

See <https://www.usaid.gov/forms/aid-1420-17>.

**J.12 SMALL BUSINESS SUBCONTRACTING PLAN TEMPLATE**

See [https://www.usaid.gov/business/small\\_business/subcontracting-program](https://www.usaid.gov/business/small_business/subcontracting-program). The electronic version is uploaded in the solicitation package as a separate Adobe Acrobat file in <https://beta.sam.gov>

**J.13 AMELP TEMPLATE AND GUIDANCE**

It is included in the attachments section at the end of this solicitation.

**J.14 BUDGET GUIDANCE AND TEMPLATE**

It is included in the attachments section at the end of this solicitation. The template is attached as an excel document.

**J.15 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)**

It is included in the attachments section at the end of this solicitation.

**J.16 ACRONYM LIST**

It is included in the attachments section at the end of this solicitation.

**[END OF SECTION J]**

## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR

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

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR solicitation provision.

The representations, certifications and other statements as provided herein are applicable to task orders based on their individual scopes of work.

NUMBER	TITLE	DATE
<u>FEDERAL ACQUISITION REGULATION</u>		
(48 CFR Chapter 1)		
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	OCT 2020
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	DEC 2013
		AUG 2003

### K.2. 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is ***541990 - All Other Professional, Scientific, and Technical Services.***

(2) The small business size standard is ***\$16.5.***

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

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

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

☐ (i) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

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

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

(B) Exceed the simplified acquisition threshold; and

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

(vi) 52.204-26, Covered Telecommunications Equipment or Services—Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

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

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

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

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

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

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

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

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

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

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

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

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

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

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

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.)

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

☒ (i) 52.204-17, Ownership or Control of Offeror.

☒ (ii) 52.204-20, Predecessor of Offeror.

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

☐ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification.

☒ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification.

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

☐ (vii) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

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

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

incorporated in this offer and are current, accurate, and complete as of the date of this offer.

**K.3. 52.204-24 REPRESENTATION REGARDING CERTAIN  
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR  
EQUIPMENT (OCT 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered



telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”
- (d) Representations. The Offeror represents that—
  - (1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and
  - (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.
- (e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:
  - (i) For covered equipment—
    - (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
    - (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
    - (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
  - (ii) For covered services—
    - (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

#### **K.4. 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)**

- (a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."
- (c) (1) Representation. The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
- (2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services,

or any equipment, system, or service that uses covered telecommunications equipment or services.

**K.5. 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)**

(a) Definitions. As used in this provision—

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.
- (d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

**K.6. 52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2020)**

- (a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.
- (b) If the Offeror is proposing a total contract price that will exceed \$5.5 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it
  - (1) Has ☐ filed all Federal tax returns required during the three years preceding the certification;
  - (2) Has not ☐ been convicted of a criminal offense under the Internal Revenue Code of 1986; and
  - (3) Has not ☐, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

**K.7. 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS CERTIFICATION (JUL 2020)**

- (a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at [FAR 2.101](#).
- (b) Certification. [Offeror shall check either (1) or (2).]
  - (1) ☐ The Offeror certifies that–
    - (i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report

provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act ([22 U.S.C. 2593a](#)). The report is available via the Internet at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act ([22 U.S.C. 2593a](#)). The report is available via the Internet at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

(2) \_\_\_ The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to

which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to [NDAA1290Cert@state.gov](mailto:NDAA1290Cert@state.gov). To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under [22 U.S.C. 2593e\(d\)](#) or (e); or

(ii) Determined under [22 U.S.C. 2593e\(g\)\(2\)](#) that the entity has ceased all activities for which measures were imposed under [22 U.S.C. 2593e\(b\)](#).

(e) Remedies. The certification in paragraph (b)(1) 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 submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

#### **K.8. 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2020)**

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 the lower CAS threshold specified [in Federal Acquisition Regulation \(FAR\) 30.201-4\(b\)](#) 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.)

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

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

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

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

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



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

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

## II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

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

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

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with 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.9. 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005)**

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

☐ Yes ☐ No

If the Offeror checked “Yes” above, the Offeror shall—

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

**K.10. 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.11. SIGNATURE**

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

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

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

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

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

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

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

**[END OF SECTION K]**

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far/> and full text of the AIDAR clauses is available at <http://www.usaid.gov/ads/policy/300/aidar> and <http://www.usaid.gov/ads/policy/300/300>.

#### [48 CFR – VOLUME 1 – CHAPTER 1 – FEDERAL ACQUISITION REGULATION](#)

NUMBER	TITLE	DATE
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020
52.207-1	NOTICE OF STANDARD COMPETITION	MAY 2006
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION	JAN 2017
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES-IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	OCT 2020
52.233-2	SERVICE OF PROTEST	SEPT 2006

### **L.2. TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a single-holder Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

### **L.3. SERVICE OF PROTEST (SEPT 2006)**

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

Ms. Heather Wirick  
Contracting Officer  
USAID/Colombia  
Office of Acquisition and Assistance (OAA)  
Carrera 45 No. 24 B - 27 Bogotá, Colombia  
[hwirick@usaid.gov](mailto:hwirick@usaid.gov)

A copy of the protests shall also be sent to William Buckhold, Asst. General Counsel via fax to: (202) 216-3058

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

**L.4. 752.252-1 AIDAR SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (MAR 2015)**

This solicitation incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of all AIDAR solicitation provisions is contained in the Code of Federal Regulations (CFR) located at 48 CFR chapter 7.

**L.5. WAIVERS UNDER FAR PART 4.2101 PROHIBITION ON COVERED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT**

- a. This solicitation and any resultant award(s) is subject to the requirements of section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115–232) as implemented through [FAR 52.204-24](#) and [FAR 52.204-25](#) of this solicitation.

b. Waivers.

1. The submission of an offer where the Offeror makes a representation at paragraph (d)(2) of the provision at [FAR 52.204-24](#) that it “does” use covered telecommunications equipment or services will mean the Offeror is seeking a waiver.

As part of the disclosure requirements under the provision [FAR 52.204-24](#) submitted as part of the offer, the Offeror/Contractor must describe the circumstances (including in-country circumstances) where the Offeror/Contractor uses covered technology. This must include an identification of whether the covered technology is provided by communications service-providers, such as internet, cell phone, landline or others; the specific country where it is used; and a description of the presence of any other covered technology, whether it be in any internal systems or elsewhere in the supply chain.

2. USAID does not guarantee that waiver requests from such an Offeror will be considered; USAID may make an award to an Offeror that does not require a waiver. Where agency needs do not permit time to obtain a waiver, USAID may move forward and make an award to an Offeror that does not require a waiver. Per [FAR 4.21](#), USAID will not make an award to an Offeror(s) that does not receive the approved waiver.
3. Where USAID decides to initiate the formal Agency waiver process:
  - i. The CO will require the apparently successful Offeror(s) to submit the information in paragraph (4) of this section. Alternately, Offerors may provide the information with their initial proposal, at their discretion. Offerors must appropriately mark the appropriate portions of their submission as Proprietary Data where applicable.

- ii. For Indefinite Delivery contracts under (48 CFR) [FAR subpart 16.5](#), waiver requests will be addressed prior to award of the basic contract.
- iii. In the event that the waiver is not approved, the Contracting Officer will notify the Offeror.

4. Additional submission requirements:

- i. A compelling justification for the additional time to implement the requirements under 889(a)(1)(B). The justification must:
  - a. State the amount of additional time requested to meet the requirements of the statute (No Agency waiver will be authorized to extend beyond August 13, 2022); and
  - b. Provide an explanation supporting the requested time period, to include the time required to implement the Phase out Plan described below.
- ii. A full and complete laydown of the presences of covered telecommunications or video surveillance equipment or services in the entity's supply chain to include:
  - a. Complete technical design documentation of where, how, and what covered equipment or services are being used by the Offeror;
  - b. Technical architecture diagram of where the covered technologies are being used (for the system, equipment, service); and
  - c. Description of how the covered technologies are being used, how often the covered technology is used by the Offeror, and what data traverses the technology.
- iii. A Phase-Out Plan for eliminating the covered equipment or services from the Offeror's systems, including the covered equipment or services identified in the laydown. The Plan must include:
  - a. Description of how the Offeror will eliminate all covered equipment or services by the date specified in (4)(i)(b) above;
  - b. When applicable, milestones and timeframes for providing updates to the COR on the Phase-Out Plan implementation;
  - c. Identification of other available options;
    - i. Replacement of covered equipment and systems, as applicable;
    - ii. Accessibility of the alternative equipment and systems, as applicable; and
    - iii. In the case of covered services, the proposed use and availability of other service provider(s) without the covered technologies in the supply chain.
- iv. Pending waiver requests/Approved waivers:

- a. Pending - Solicitation Number/title/Issuing Office (Mission or USAID/W) of those offers where the CO has requested the information under this provision.
- b. Approved Waivers - Award number/title/Issuing Office (Mission or USAID/W)

## **L.6. PROPOSAL SUBMISSION**

### **L.6.1 Questions Response Date**

Questions and/or request for clarifications in response to this solicitation must be received in writing via e-mail to [matuesta@usaid.gov](mailto:matuesta@usaid.gov), with a copy to [hwirick@usaid.gov](mailto:hwirick@usaid.gov). NOTE: Each email must use the following format for the subject line:

*SOL 72051421R0001 – Venezuela Response and Integration – [Name of Organization] Questions/Comments.*

USAID may consolidate and/or not respond to questions/comments.

The deadline for receiving questions is indicated on the cover letter. Only questions submitted in writing will be considered. No questions will be accepted after the date and time specified in the cover letter. No phone calls will be accepted.

Note: All questions/clarifications received by USAID/Colombia and responses to the questions will be posted at [beta.sam.gov](http://beta.sam.gov).

### **L.6.2 Proposals in Response to Solicitation**

- a. All proposals in response to this solicitation are due to the USAID/Colombia, Office of Acquisition and Assistance by the closing date and time specified on the cover letter.
- b. The proposals must be submitted in two separate parts: (a) technical proposal and (b) cost proposal. Both proposals must be page numbered and contain a table of contents. The sections and annexes in the technical and cost proposals must be listed in the table of contents.
- c. The Technical Proposal must address technical aspects only while the Business (Cost) Proposal must present the costs and address related issues such as responsibility. Proposals must be signed by an official who is authorized to bind the organization.
- d. The Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.
- e. The proposals must be submitted in the following manner:

Electronic responses are required for this solicitation.

The Offeror must submit the proposal via e-mail with up to **10 MB** limit per email compatible with Microsoft Office (Word, Excel, etc.) and/or WordPerfect in a MS Windows environment. There has been a problem with

the receipt of \*.zip files due to anti-virus software. Therefore, the Offeror is discouraged from sending files in this format as USAID cannot guarantee their acceptance by the internet server.

The subject of each email must read as follows:

*SOL 72051421R0001 – Venezuela Response and Integration – [Name of Organization] Technical Proposal, [Email \_ of \_]*

or

*SOL 72051421R0001 – Venezuela Response and Integration – [Name of Organization] Cost Proposal, [Email \_ of \_]*

Proposals must be received at the e-mail addresses below no later than the date and time indicated on the cover page. Receipt by any one addressee below in accordance with the deadline, will constitute timely receipt for this RFP. You will receive a confirmation from USAID via e-mail. Note that electronic signatures are acceptable by USAID.

- f. The address for receipt of proposals is [matuesta@usaid.gov](mailto:matuesta@usaid.gov), with a copy to [hwirick@usaid.gov](mailto:hwirick@usaid.gov).
- g. The Offeror is reminded that email 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](#).
- h. Late proposals will be handled in accordance with the provision in [FAR 52.215-1](#).
- i. Hand delivered proposals (including commercial courier) and facsimile transmission will not be accepted.
- j. If the Offeror's organization decides to submit a proposal in response to this solicitation, it must be submitted in accordance with Section L of the RFP to the email addresses and time indicated above.

### **L.6.3 Government Obligation**

The issuance of this solicitation does not in any way obligate the US Government to award a contract nor does it commit the U.S. Government to pay for costs incurred in the preparation and submission of a proposal. Furthermore, the U.S. Government reserves the right to reject any and all proposals.

## **L.7. INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL**

The Technical Proposal in response to this solicitation must address how the Offeror intends to meet the objectives as described in the Statement of Work and the Statement of Objectives contained in [Section C](#) and [Attachment J.1](#), respectively, of this RFP. It must also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal must offer original, critical thinking and analysis, related to each component and it will tie the technical approach to deliverables and results to be achieved.

The Technical Proposal is limited to **a maximum of thirty-two (32) pages**, excluding annexes, and must be written in English, single spaced, and include all elements mentioned below. Annexes will be limited to thirty (30) pages total for both. The Offeror must use only standard 8

1/2" x 11" paper (210 mm by 297mm paper). Only 12-point Times New Roman font may be used, with each page numbered consecutively at the bottom of the page. Page margins must be a minimum of one inch at the top, bottom, and each side. The font used in tables and charts may be adjusted as appropriate but must be no smaller than 8-point.

Only the technical proposal and the annexes/attachments listed in Section L.7. of the RFP will be accepted and evaluated. All other documents will be removed.

Absolutely no names of individuals or qualifications of specific individuals, other than key personnel or any points of contact, may be included anywhere in the technical proposal. Any such information will not be evaluated. USAID only evaluates individuals' qualifications for key personnel exclusively. Including the names or specific qualifications for any non-key personnel in any portion of the technical proposal is prohibited.

The following documents are not included in the page limitation found in L.7.1. No other annexes/attachments will be accepted.

Not evaluated:

- Cover page (1 page maximum)
- Table of Contents
- List of Acronyms
- ~~Quality Assurance Surveillance Plan (QASP) (see Section J.15)~~
- Any divider page between Section L.7.1 through L.7.5 (no text besides the section title allowed)

Evaluated (per Section L and M):

- Annex 1: Key Personnel Resumes and supporting information as required by [L.7.4](#)
- Annex 2: Contractor Past Performance Information as required by [L.7.5](#)

No material may be incorporated in the proposal by reference, attachment, appendix, etc. to circumvent the page limitation. Pages that exceed the page limitation will not be evaluated.

The Technical Proposal must include the following information:

**L.7.1 Technical Approach of IDIQ (not to exceed 8 pages) [See [Section M.2.1](#)]**

Task orders will be placed against the Statement of Work of the overall IDIQ. The Offeror's technical approach to meeting the Statement of Work (SOW) must not be limited to defined communities or areas in Colombia or a specific set of activities. This portion of the technical approach should include areas that the attached Statement of Objectives for Task Order 1 does not encompass to convey a complete approach in achieving all aspects of the IDIQ Statement of Work.

The Offeror's submission must clearly demonstrate how the Offeror will identify, prioritize, and implement activities to achieve the Venezuela Response and Integration SOW.

The technical approach must be in the following structure:

- a. Background (not to exceed 1 page)



In this section the Offeror will discuss the relevant development issues present in Colombia which support their proposed development hypothesis and methodology. The Offeror must address critical assumptions and implementation constraints, as well as other programmatic considerations in this section.

- b. Technical Area One Approach: Governance and Public Systems Strengthening (~~not to exceed 1 page~~)

In this section the Offeror will discuss their overall methodology for implementing Technical Area One. The Offeror must provide the necessary evidence base for said methodology, as well as the assumptions and operational challenges that would be addressed.

- c. Technical Area Two Approach: Formal Economy Participation (~~not to exceed 1 page~~)

In this section the Offeror will discuss their overall methodology for implementing Technical Area Two. The Offeror must provide the necessary evidence base for said methodology, as well as the assumptions and operational challenges that would be addressed.

- d. Technical Area Three Approach: VRI Specialized Services (~~not to exceed 1 page~~)

In this section the Offeror will discuss their overall methodology for implementing Technical Area Three. The Offeror must provide the necessary evidence base for said methodology, as well as the assumptions and operational challenges that would be addressed.

- e. Cross-cutting Issue: Rapid Response (~~not to exceed 1 page~~)

In this section the Offeror will discuss how they will conduct rapid response and surge activities in response to unforeseen disruption and challenges related to the Venezuelan crisis. The Offeror must provide their methodology, as well as the assumptions and operational challenges that would be addressed.

- f. Cross-cutting Issue: Coordination, Collaboration, and Integration (~~not to exceed 1 page~~)

In this section the Offeror will discuss how they will address coordination, collaboration, and integration of activities among GOC, donors, local businesses and organizations and USAID-funded activities that would amplify USG investments made through the SOW's technical area approaches.

- g. Cross-cutting Issue: Support to Local Organizations (~~not to exceed 1 pages~~)

In this section the Offeror will discuss how they will support local organizations and capacity development in their technical area approaches.



**L.7.2 Performance Work Statement (PWS) of Task Order No. 1, Migration Management Activity, (not to exceed 18 pages) [See [Section M.2.2](#)]**

The Offeror must describe their approach, methodologies, and interventions and their linkages broken down by the three (3) performance objectives, while incorporating the activity goal and purpose described in the Migration Management Task Order SOO. The successful offeror must incorporate the Operational Principles listed in [Section C.7](#). The successful Offeror's PWS will replace the SOO in Task Order 1.

The Offeror's submission must clearly demonstrate how the Offeror will identify, prioritize, and implement activities to achieve the below objectives of the SOO. In each objective section, the Offeror will discuss their overall methodology for implementing Objective 1, 2, and 3 as well as how their approach will support the results sought in these objectives. The Offeror must provide the necessary evidence base for said methodology, as well as the assumptions and operational challenges that would be addressed.

The PWS must be in the following structure:

a. Activity Goal

Build the Colombian Government's capacity to manage migration, including documenting and tracking migrants, referring them to municipal level services, and promoting their social integration and acceptance (not to exceed 3 pages).

b. Objective One: Colombian Government's border and migration governance improved (not to exceed 5 pages).

c. Objective Two: Subnational government capacity to provide migrants access to quality social and justice services enhanced (not to exceed 5 pages).

d. Objective Three: Xenophobia toward migrants in target areas reduced (not to exceed 5 pages).

**L.7.3 Management Approach of IDIQ and Task Order No. 1, Migration Management Activity (not to exceed 6 pages) [See [Section M.2.3](#)]**

The Management Approach must include (in no particular order) the following information:

- a. Achievement of Objectives: The management approach must clearly link and be within the overall IDIQ contract SOW and technical approach being offered discussed in [L.7.1](#) and [L.7.2](#). The PWS for Task Order No. 1, the Migration Management Activity, will include the five-year overall IDIQ contract management plan for the overall IDIQ contract that is necessary to manage the entire activity, as well as to produce the deliverables listed in Section F of Task Order No 1. A general summary of how the management approach will ensure coordination. A description on how the management approach will handle a large number of diverse activities directly or through grants under contracts and subcontracts. In addition, as part of

- Task Order 1, the successful offeror will establish management, administrative, monitoring, and quality control aspects of activities to be implemented under the IDIQ contract's Technical Areas One through Three and all cross-cutting issues; and
- b. **Staffing Plan:** The Staffing Plan must include a clear organizational and management structure that will lead to a successful implementation of the IDIQ contract and Task Order PWS. The organizational and staffing structure must include a description on how it will enable the activity to mobilize quickly for immediate start-up and maintain flexibility throughout the life of the contract to respond to changing circumstances.

The Offeror must clearly define technical positions within the organizational chart and explain the expected role of such positions in order to achieve program objectives.

**L.7.4 Key Personnel of Task Order No. 1, Migration Management Activity (not to exceed 15 pages) [See [Section M.2.4](#)]**

The Offeror must include the proposed Key Personnel in Annex 1 as indicated below:

The Offeror must propose five (5) key personnel positions, including the IDIQ Manager. Each key personnel position provided must include the roles and responsibilities and minimum required qualifications for the following categories: education, experience, and language. The Offeror must explain how these responses to the requirements advance the objectives of the Task Order, as defined in the SOO. The Offeror must propose individuals and their qualifications in the aforementioned categories. Any candidates proposed must meet the minimum requirements proposed by the Offeror.

The Offeror must also provide a resume for each key personnel (not to exceed 2 pages each). The resume must clearly demonstrate the qualifications of the individual and how the individual meets any minimum requirements proposed by the Offeror. The work experience must be presented chronologically and contain sufficient details to enable the technical review team to evaluate the qualifications and appropriateness of technical background and academic credentials. The language qualifications must be presented with sufficient details to enable the technical review team to evaluate skills. Any ambiguity in the resume risks a finding of that individual does not meet the minimum requirements.

As a reference of their work experience, submit the name of the TOCOR for USAID-funded activities or the equivalent Project Manager for other donor-funded activities for each proposed candidate, with complete contact information including telephone and e-mail addresses. The Offeror must ensure that references are prepared to respond promptly to email or telephone inquiries. USAID reserves the right to check these references if deemed necessary or to seek references from other sources.

**L.7.5 Contractor Performance Information [See [Section M.2.5](#)] – Annex 2**

- a. The Offeror (including all partners of a joint venture) must provide performance information for itself, the Contractor teaming arrangements, if any, and each major subcontractor (one whose proposed cost exceeds 20% of the Offeror's total proposed cost) in accordance with the following:

1. List in an annex to the technical proposal **to be submitted by the date indicated in the Cover Page up to two (2)** of the most recent and relevant contracts/agreements (active or ended no more than 3 years ago) for efforts similar to the work in the subject proposal for the Offeror and **up to (2) two** for each major subcontractor using the template provided in Attachment J.10. The most relevant indicators of performance are contracts of similar scope, size, geographic coverage and/or complexity.
2. For all contracts listed above that are not in CPARS, provide a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, explanation of relevance to the proposed acquisition and a description of the performance to include:
  - i. Scope of work or complexity/diversity of tasks,
  - ii. Primary location(s) of work,
  - iii. Term of performance,
  - iv. Dollar value, and
  - v. Contract type, i.e., fixed-price, cost reimbursement, etc.

USAID recommends that you alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when USAID requests it.

- b. If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken ([FAR 15.305\(a\)\(2\)](#)).
- c. Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work. This information is not included in the page limitation.
- d. Performance in Using Small Business (SB) Concerns (as defined in [FAR 19.001](#)).
  1. This section (iv) is not applicable to offers from small business concerns.
  2. As part of the evaluation of performance in Section M.2 of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and prior contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract(s).
  3. In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must do the following:
    - i. Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or

- other similar SB incentive programs set out in your contract(s) and explain any mitigating circumstances if goals were not achieved.
- ii. To supplement the narrative summary in (1), provide a list of contracts over the past 2 years for which you submitted subcontract reports to eSRS ([FAR 52.219-9](#)(d)(10)) and a copy of up to 5 similarly recent subcontracting reports if they were not submitted to eSRS.
  - iii. Provide the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her title, phone number, and e-mail address for each.

#### **L.7.6 Development in a Digital Age (DECA)**

USAID is working toward a future where digital technology promotes inclusive growth, fosters resilient and democratic societies, and empowers all, including the most vulnerable. Digital development tools and approaches can support and strengthen country digital ecosystems. Activities that include digital data collection and digital payments to beneficiaries and subcontractors can potentially streamline processes and procedures while supporting digital feedback loops that allow for real-time adaptive management.

Offerors are encouraged to develop a digital vision for the proposed activity and, when appropriate, integrate this vision into their proposed technical approach. The offeror's digital vision, when appropriate, would clearly outline and highlight the areas of opportunity for the integration of digital tools and approaches into the proposed technical approach in response to this RFP. For further information, please review [USAID's Digital Strategy](#) and Section J.9 for a copy of the DECA Colombia Report and Agency Digital Strategy in both English and Spanish.

#### **~~L.7.7 Quality Assurance Surveillance Plan (QASP)~~**

~~The apparent successful Offeror must submit a QASP for Task Order 1 (Attachment J.1) following the instructions and template found in Attachment J.15, that is in accordance with the Offeror's proposed PWS.~~

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

See [Section M.3](#).

#### **Part 1 – Standard Form (SF) 1447**

The Offeror must submit Standard Form (SF) 1447, "Solicitation/Contract", with the appropriate blocks ~~12 through 18~~ completed, with an original signature of a person authorized on behalf of the Offeror to bind the organization.

#### **Part 2 - Proposed Costs/Prices and Cost Proposal Narrative**

Detailed Budgets: The Offeror must organize and provide cost detail information and cost broken-down for Task Order 1 (Attachment J.1). The Task Order 1 budget must contain all costs necessary for the overall management for the five years of the entire IDIQ and production of the

deliverables found in [Section F.8](#) of Task Order 1. The MS-Excel spreadsheet must show a budget breakdown by the corresponding budget line item with the associated fixed fee. Supporting information must be provided in sufficient detail to allow a complete analysis of each line item cost.

Each subsequent task order for specific work will contain an associated budget for all reasonable costs necessary for the implementation of that task order. ~~USAID anticipates the majority of future task orders costs will be primarily GUCs and some additional support staff to support that specific task order's set of GUCs.~~

Offerors must also propose amounts for the labor rate caps found at [Section B.8](#)

Any proposed subcontractors that require CO consent per [FAR 44.2](#) in this solicitation must include the same detailed budgets as described in this section.

The fixed fee percentage used to arrive at the Offeror's fixed fee amount under Task Order 1 will constitute the Offeror's fee ceiling for the IDIQ Contract and all task orders. The fee ceiling will be incorporated in [Section B.4](#) of the IDIQ Contract. The Offeror must ensure that the fee proposed for Task Order 1 clearly sets forth the fixed fee percentage the Offeror is including in the Task Order 1 budget calculations.

In addition to the fixed fee percentage, the Offeror must propose a separate fixed fee percentage amount for any Grants Under Contract (GUCs) that will be executed under future task orders. This percentage will act as a ceiling on the fixed fee collected on any future GUCs. Each individual task order will negotiate the specific GUC fee fixed but may not exceed the ceiling that will be inserted at [Section B.4](#) of the IDIQ contract.

Offerors will keep in mind that it is their responsibility to ensure that the information provided is sufficient to provide a basis for USAID to determine that the costs proposed are reasonable and realistic.

The cost proposal must be submitted under a separate file from the technical proposal. The cost proposal must be in MS Excel and compatible with a MS Windows operating environment. The excel worksheets must not contain passwords, locked cells, or references to calculations not provided elsewhere in the proposal and all calculations and formulas must be visible and unlocked. Calculations and formulas must be used instead of lump figures wherever feasible; failure to provide a budget in this format is grounds for finding the cost proposal non-responsive. While there is no page limit, Offerors are encouraged to be as concise as possible, but still provide the necessary detail to address the solicitation requirement

Identified below are some of the common cost elements in a budget:

### **1. Salary and Wages**

[FAR 31.205-6](#) and [AIDAR 752.7007](#) provide for compensation for personal services. Direct salaries and wages for long-term and short-term expatriate staff, long-term and short term CCN staff as well as home office support staff must be proposed in accordance with the Offeror's personnel policies and regulatory requirements.

Salaries and wages must be based on the requirements of the positions proposed and NOT on the proposed individuals' salary histories. A daily rate for each proposed position, the workdays required for the position and then the corresponding total salary per year. Direct salaries and wages for long-term and short-term expatriate staff as well as home office support staff must not

exceed daily rate capped by the current Contractor Salary Threshold (CST). Salaries for long-term and short term CCN and TCN staff must not exceed the comparable threshold as specified in the USAID/Colombia Local Compensation Plan (LCP).

Fully executed Biographical Data Sheets are required for **all key personnel** proposed under this RFP (forms may be obtained at <http://www.usaid.gov/forms>).

The Offeror must separate expatriate and cooperating country national labor categories for short/long-term technical and administrative staff. Salaries of TCN and CCN personnel must be reflected on the biodata form in local currency with a dollar equivalent. Offeror must state the exchange rate used. TCN and CCN personnel, whose salary histories include salary in other currencies or U.S. dollars, must show the U.S. dollar equivalent and state the exchange rate used.

## **2. Consultants**

[FAR 31.205-33](#) provides for services rendered by a person who is a member of a particular profession or possesses a special skill and who is not an officer or an employee of the Offeror. The Offeror must propose a daily consultant rate for each type of consultant and experience level. The rate must be proposed for each of the five years of the period of performance. The Offeror must provide a description of the methodology used to determine the rate for each consultant.

## **3. Fringe Benefits**

[FAR 31.205-6](#) provides for allowances and services provided by the Offeror to its employees as compensation in addition to regular wages and salaries. If the Offeror has a fringe benefit rate that has been approved by an agency of the U.S. Government, such rate must be used and evidence of its approval must be provided.

## **4. Travel, Transportation, and Per Diem**

[FAR 31.205-46](#), [AIDAR 731.205-46](#) and [AIDAR 752.7032](#) provide for costs for transportation, lodging, meals and incidental expenses. The proposal must indicate the number of trips, domestic and international, and the estimated cost per trip. In the narrative specify the origin and destination for each proposed trip and any layovers, where applicable. Per Diems must be based on the Offeror's normal travel policies (Offerors may choose to refer to the Federal Standardized Travel Regulations for cost estimates). Offeror's must review all regulations related to travel and base its estimates on current regulations.

## **5. Procurement**

The Offeror must submit a list of proposed non-expendable property purchases. Specify all equipment to be purchased, including the type of equipment, the unit cost, the number of units to be purchased and the expected geographic source. Goods and services provided by the Offerors under this USAID-financed award will be subject to the Geographic Code 937.

## **6. Equipment and Supplies**

[FAR 2.101](#) provides for supplies as all property except land or interest in land, [FAR 31.205-26](#) provides for material costs, and FAR 45 prescribes policies and procedures for providing Government property to contractors, contractors' use and management of Government property, and reporting, redistributing, and disposing of contractor inventory. Specify all other equipment, materials and supplies expected to be purchased, including type, unit cost, and units.



## 7. Communications

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

## 8. Subcontracts

[FAR 44.101](#) provides for any contract entered into by a subcontractor to furnish supplies or services for performance of a prime offeror or a subcontractor. Information sufficient to determine the reasonableness of the cost/price of each specific subcontract must be provided for all subcontractors.

## 9. Allowances

[AIDAR 752.7028](#) provides for differentials and allowances with further references to Standardized Regulations. Allowances must be broken down by specific type and by person. Allowances must be in accordance with the Offeror's policies and the applicable regulations and policies established by the U.S. Department of State. Please review [H.5](#) for further potential limitations on allowances.

## 10. Other Direct Costs

[FAR 31.202](#) and [FAR 31.205](#) provides for the allowability of direct costs and many cost elements. This includes, report preparation costs, passports and visas fees, medical exams and inoculations, insurance (other than insurance included in the Offeror's fringe benefits), branding costs, as well as any other miscellaneous costs, which directly benefit the project proposed by the Offeror. The narrative must provide a breakdown and support for all other direct costs.

*Activity Monitoring, Evaluation and Learning Plan (AMELP)*: Offerors must include costs of data collection, analysis, and reporting as a separate line item in their budgets to ensure that adequate resources are available. This includes resources to administer the Quality Assurance Surveillance Plan (QASP) on the Contractor's side during award implementation.

*Office Rent*: Specific information regarding the cost of any facilities needed to perform programmatic activities. The information provided must identify the location, the unit cost (rent), the time period the facilities are needed and the number of facilities. Only facilities that directly benefit the program activities must be included in this category; all other facility costs must be included in the indirect cost category.

*Costs of Branding and Marking* (ADS 320.3.6.3) must be included under this line item. Level of Effort shall be designated to manage and implement these plans and the required communications and outreach. These costs are eligible for financing if reasonable, allocable, and allowable in accordance with the applicable cost principles.

*Communications and Outreach Plan* costs must be included as a separate budget line item and must address the requirements laid out in Section F and H related to outreach and communications.

## 11. Indirect Costs

FAR 31.203 and FAR 42.700 provide instructions for those remaining costs (indirect) that are to be allocated to intermediate or two or more final cost objectives. The prime and all major subcontractors may propose lower overhead rates than their established Negotiated Indirect Cost

Rate Agreement (NICRA) and sign the letter found in ADS 300, Mandatory Reference for Best Practices Guide for Indirect Costing. Indirect rates proposed cannot be higher than the rates established in their Negotiated Indirect Cost Rate Agreement (NICRA). Please read further instruction below if your organization does not have a NICRA.

Offerors may propose a single ceiling rate covering the term of award or a ceiling rate in each applicable contract year. If an annual ceiling rate is proposed, USAID will average the ceiling indirect rates and use that figure for evaluation purposes.

- i. The Offeror and each major subcontractor must include a complete copy of its most current NICRA or other documentation from its cognizant Government Audit Agency, if any, stating the most recent provisional indirect cost rates. The proposal must also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.
- ii. If the Offeror or major subcontractor does not have a cognizant Government Audit Agency, the proposal must include:
  - § Audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly formed organization). The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed; and
  - § The most recent two fiscal year pool and base cost compositions along with derived rates, the bases of allocation of these rates and an independent certified audit by a certified accounting firm of these rates.

#### **EXEMPTIONS FOR SMALL BUSINESS OFFERORS ONLY**

All the above instructions apply to small business Offerors. However, if the small business Offeror does not have a NICRA, the proposal must include either Audited Financial Statements or Reviewed Financial Statements as defined below:

##### **Audited Financial Statements**

Audited financial statements provide the auditor's opinion that the financial statements are presented fairly, in all material respects, in conformity with the applicable financial reporting framework. In an audit, the auditor is required by auditing standards generally accepted in the United States of America (GAAS) to obtain an understanding of the entity's internal control and assess fraud risk. The auditor also corroborates the amounts and disclosures included in the financial statements by obtaining audit evidence through inquiry, physical inspection, observation, third-party confirmations, examination, analytical procedures, and other procedures. The auditor issues a report that states that the audit was conducted in accordance with GAAS, the financial statements are the responsibility of management, provides an opinion that the financial statements present fairly in all material respects the financial position of the company and the results of operations are in conformity with the applicable financial reporting framework (or issues a qualified opinion if the financial statements are not in conformity with the applicable



financial reporting framework. The auditor may also issue a disclaimer of opinion or an adverse opinion if appropriate).

### **Reviewed Financial Statements**

Reviewed financial statements provide a certified CPA accountant's (referred to as "Accountant" or "CPA" herein) review; the accountant is not aware of any material modifications that should be made to the financial statements for the statements to be in conformity with the applicable federal financial reporting framework. During a review engagement, the Accountant obtains limited assurance that there are no material modifications that should be made to the financial statements. Therefore, the objective of a review of the financial statements is to obtain limited assurance that there are no material modifications that should be made to the financial statements. A review does not include obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records; or other procedures ordinarily performed in an audit. The CPA issues a report stating the review was performed in accordance with Statements on Standards for Accounting and Review Services; that management is responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework and for designing, implementing and maintaining internal control relevant to the preparation).

The proposal must not include compiled financial statements. Compiled financial statements will not be accepted because the Accountant does not obtain or provide any assurance that there are no material modifications that should be made to the financial statements. That is, there is no assurance that the organization is misrepresenting costs on compiled financial statements which puts the agency at risk. The objective of compiled financial statements is to assist management in presenting financial information in the form of financial statements without undertaking to provide any assurance that there are no material modifications that should be made to the financial statements.

If the small business Offeror receives an award based on the submission of Reviewed Financial Statements, within six months after the end of the small business Offeror's fiscal year, they must submit an adequate final incurred cost proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years in accordance with the Allowable Cost and Payment Clause

The receipt of an adequate proposal by the audit office starts the audit process. This audit will establish the final indirect cost rate(s) for the audited year. Provisional rates will be updated as needed based on current information. USAID auditors will work with the small business to issue a NICRA establishing the proposed provisional indirect cost rates after award based upon acceptable information submitted above. ([FAR 52.216-7.](#))

## **12. Fixed Fee**

[FAR 15.404-4](#) provides for establishing the profit or fee portion of the Government pre-negotiation objective and provides profit-analysis factors for analyzing profit or fee. Propose fee with rationale supported by application of the profit-analysis factors. USAID will not agree to allow the GUCs to be included in the calculation of fixed fee. Also, USAID considers calculating fixed fee over subcontractors' fixed fee unreasonable and requires that Offerors exclude

subcontractors' fixed fee when calculating their own fixed fee. Section F.9 of Task Order 1 (Attachment J.1) only associated 30% of the fixed fee with specific deliverables. The Offeror must propose measurable targets or outputs based on their specific performance work statement to tie to the final 70% of fixed fee payments. USAID reserves the right to adjust these proposed amounts for the final contract.

### **13. Security Costs**

The Offeror must detail all proposed security costs elements, in order to allow the Contracting Officer to perform a cost realism analysis of proposed security costs. Security costs documentation must be presented in a consistent format to allow the conduction of meaningful comparison and cost realism analysis. The following are some examples of possible security cost breakout elements:

- Security and security – related equipment;
- Security training;
- Static guard services;
- Bulletproof car rental when in regions; and
- Security modifications to residential and office facilities;

The Offeror is not required to submit the security plan as part of the proposal. However, the Offeror is required to submit a budget for security costs as part of the overall Offeror's cost proposal. Security costs must be clearly identified in the cost proposal in a separate budget line. The budget must delineate and justify for reasonableness all costs and provide a coherent, overall integrated security plan that demonstrates that the Offeror has undertaken a thoughtful review of their security needs and includes analysis of the various elements of a security system. The security budget must include comprehensive budget notes to support each sub-budget line item. The security budget will be reviewed together with the technical and cost proposal and it needs to demonstrate that the security needs to successfully implement the Activity as presented in the offeror's technical approach have been addressed/considered in the budget.

### **Part 3 – Representations, Certifications, and Other Statements of Offerors**

The Offeror and each proposed subcontractor must complete [Section K](#) "Representations, Certifications, and Other Statements of Offeror", and sign and date on the last page in the space provided and submit as an Annex to the cost proposal.

### **Part 4 – Policies and Procedures**

The Offeror must submit a copy of its policies and procedures. Offeror must submit a copy of its personnel policies that include salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc. The Contracting Officer may determine that a Pre-Award Survey is necessary. (See FAR 9.106)

### **Part 5 – Joint Venture Information**

If two or more parties have formed a partnership or joint venture (see [FAR Subpart 9.6](#)), for the purpose of submitting a proposal under this solicitation and, if selected, would perform the contract as a single entity, they must submit, as an attachment to the Cost/Business Proposal, the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement. In addition, the

teaming arrangements must be identified, company relationships must be fully disclosed and respective responsibilities and methods of work must be expressly stipulated. The joint-venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation of the resultant contract, which organization, which organization will have accounting responsibility, how work will be allocated and profit or fee, if any, shared. In addition, the principles to the joint venture or partnership agreement must agree to be jointly and severally liable for the acts or omissions of the other.

### **Part 6 – Evidence of Responsibility**

The Offeror must submit sufficient evidence of responsibility for the Contracting Officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. However, in the case of a small business Offeror, the Contracting Officer will comply with FAR 19.6. Accordingly, prime Offerors must seriously address each element of responsibility. Pursuant to [FAR 9.104-4](#), the prime Contractor is responsible for determining responsibility for all subcontractors. To be determined responsible, a prospective Offeror and subcontractor must:

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

### **Part 7 – Information to Support Consent to Subcontractors**

The Offeror must address each of the elements in [FAR 44.202-2](#) in order for proposed subcontractors to be considered by the contracting officer for consent of subcontractor with the initial award. This requirement only applies to any subcontractors that require CO consent under [FAR 44.201-1](#) of this solicitation.

**Part 8 – Information Concerning Work-Day, Work-Week and Paid Absences**

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

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

The workday and work-week policies and the method of accounting for paid absences for the Offeror and major subcontractors in effect at the time of award will remain enforced throughout the period of the award.

**Part 9 – Nonexpendable Property Purchases and Information Technology Resources**

In accordance with [Section H.13](#), the Offeror must provide a comprehensive list of all nonexpendable property purchases and information technology Resources identified in the proposal and the budget. This list will be inserted into [H.13](#) at the time of award.

**Part 10 - Small Business Subcontracting Plan**

If the Offeror is other than a small business, it is encouraged to submit a Subcontracting Plan (see Section J.11). Submitted Plans must address subcontracting with small business (SB), veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small-disadvantaged business, and women-owned small business concerns. Approved Small Business Subcontracting Plans will be attached to the resultant contract.

**Part 11 - Letters of Commitment (Major Subcontractors)**

The Cost/Business Proposal must include a letter, on subcontractor letterhead, and signed by an authorized representative of each major subcontractor, which specifically indicates the subcontractor's agreement to be included in the Offeror's proposed teaming arrangement.

**Part 12 - Legislative Reporting Information**

Provide the following information in a separate page; this information will be used for Congressional reporting if your organization is selected:

1. The Offeror's name and address (street, city, state, zip code). In the case of commodity awards, please indicate the place or places of U.S. production if known.
2. The awardee's contact name and telephone number.
3. The following subcontract information: (a) the total value of anticipated subcontracting included in the total estimated cost or price and (b) for each anticipated subcontract of \$100,000 or more to a U.S. organization, please provide: (1) the name and address of the subcontractor, (2) the name and/or U.S. telephone number of the subcontractor contact, if known, (3) a brief description of the services or commodities to be provided, (4) the estimated cost or price, and (5) the period of the subcontract.

## **L.9. INSTRUCTIONS FOR THE PREPARATION OF BRANDING AND MARKING PLANS**

In accordance with [Section D](#) of this solicitation, the Offeror must submit a Branding Implementation and Marking Plan (BIMP) with their initial proposal. Failure to submit a BIMP will make the Offeror ineligible for award of a contract. The BIMP will not be evaluated. The Contracting Officer may request revisions to the BIMP if discussions are held.

Offerors must ensure all costs associated with the BIMP are included in their initial cost proposal submission, including in both the detailed budget and narrative, and any subsequent updates to the cost proposal.

### **b. Section One of BIMP - Branding Implementation Plan:**

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

More specifically, Branding Implementation Plan must address the following:

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

### **c. Section Two of BIMP - Marking Plan (MP):**

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

Except for the manufacturer’s trademark on a commercial item, the corporate identities or logos of Offerors or subcontractors are not permitted on USAID-funded program materials and communications. Please refer to [ADS section 320.3.2.4](#) that describes what the Marking

Plan must address. Note that marking is not required for Offerors' offices, vehicles, and other non-deliverable items.

**[END OF SECTION L]**

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1. GENERAL AND SOURCE SELECTION INFORMATION

- a. The Government anticipates awarding one (1) Indefinite Delivery Indefinite Quantity contract without discussions but reserves the right to hold discussions with Offerors in accordance with [FAR 52.215-1](#). Offerors are advised to submit their best technical and cost proposals in the initial offer.
- b. The Government intends to evaluate proposals in accordance with Section M of this RFP and award to the responsible Offeror(s) whose proposal(s) represents the best value to the U.S. Government.
- c. The submitted technical information will be scored by a technical evaluation panel using the technical criteria shown below. The evaluation panel may include industry experts who are not employees of the Federal Government. When evaluating the competing Offerors, the Government will consider the written qualifications and capability information provided by the Offerors, and any other information obtained by the Government through its own research.
- d. In accordance with [FAR 15.304](#), all evaluation factors other than cost and price when combined are considered significantly more important than cost/price factors.

### M.2. EVALUATION CRITERIA

The relative importance of the evaluation factors and subfactors is as follows:

FACTOR	FACTOR NAME	IMPORTANCE OR WEIGHT
Factor M.2.1	Technical Approach for IDIQ	As important as M.2.2 and more important than M.2.3 & M.2.4 and M.2.5
Factor M.2.2	Performance Work Statement for TO1	As important as M.2.1 and more important than M.2.3, M.2.4 and M.2.5
Factor M.2.3	Management Approach	Less important than M.2.1 and M.2.2, but more important than M.2.4 and M.2.5
Factor M.2.4	Key Personnel	Less important than M.2.1, M.2.2, and M.2.3 but more important than M.2.5.
Factor M.2.5	Contractor Past Performance Information	Less important than M.2.1 and M.2.2, M.2.3 and M.2.4

After the final evaluation of the proposals, the Contracting Officer will make the award to the Offeror whose proposal offers the best value to the Government, considering both technical and cost factors. Overall, in the selection of an Offeror for this contract and first Task Order, the IDIQ technical approach, the TO 1 Performance Work Statements, Management and Past Performance, when combined, are significantly more important than Cost. However, as Technical scores become closer, Cost increases in importance.



- a. The technical proposal will be scored by a technical evaluation panel using the criteria shown in this Section M.
- b. The cost proposal will not be scored; however, it will be evaluated by the method described in [Section M.3](#).
- c. The criteria below reflect the requirements of this particular solicitation. Each factor will be judged by the accompanying sub-factors (if any).
- d. Offerors must 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 will address in their proposals.

Technical proposals will be evaluated according to the following criteria which are in descending order of importance.

**M.2.1 Technical Approach of IDIQ**

The extent to which the proposed Offeror's Technical Area and Cross-cutting Issue Approaches and Implementation Methodologies can best achieve project results under Venezuela Response and Integration IDIQ Statement of Work, including operational principles. [See [Section L.7.1](#)]. (As important as M.2.2 and more important than M.2.3, M.2.4 and M.2.5)

**M.2.2 Performance Work Statement for TO1**

The extent to which the proposed PWS can best achieve the objectives of the TO 1 SOO [See [Section L.7.2](#)]. (As important as M.2.1 and more important than M.2.3, M.2.4 and M.2.5)

**M.2.3 Management Approach**

The extent to which the proposed Management Approach contributes towards implementing the TO1 PWS, IDIQ Technical Areas and Cross-cutting Issues. [See [Section L.7.3](#)] (Less important than M.2.1 and M.2.2, but more important than M.2.4 and M.2.5)

**M.2.4 Key Personnel**

The Offeror's proposed Key Personnel positions, minimum requirements and individuals contribute towards implementing the TO1 PWS, IDIQ Technical Areas and Cross-cutting Issues. [See [Section L.7.4](#)] (Less important than M.2.1, M.2.2 and M.2.3, but more important than M.2.5)

**M.2.5 Contractor Past Performance Information** [See [Section L.7.5](#)] (Less important than M.2.1 and M.2.2, M.2.3 and M.2.4)

Sub-factors will not be used in evaluating this portion of the Proposal. An overall rating for Past Performance will be assigned based on the following cumulative information:

- a. Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the Offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the



references provided in Section L.7.c.6 of this RFP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an Offeror's performance.

- b. Adverse past performance information to which the Offeror has not previously had an opportunity to respond will be addressed in accordance with the policies and procedures set forth in the FAR 15.3.
- c. USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current.
- d. The Contractor performance information determined to be relevant will be evaluated in accordance with the elements below which are of equal importance.
  - i. Quality, including overall performance to accomplish logistic planning, success in meeting quality objectives and consistency in meeting goals and targets.
  - ii. Cost control, including forecasting costs as well as accuracy in financial reporting.
  - iii. Schedule, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance).
  - iv. Management, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the Contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements, management of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified.
  - v. Regulatory Compliance, including compliance with all terms and conditions in the awards relating to applicable regulations and codes (financial, environmental, safety, and other reporting requirements).
  - vi. Utilization of Small Business, for prime Offerors who are not small business concerns, their utilization of Small Business concerns as subcontractors, including efforts in achieving small business participation goals.
- e. An Offeror's performance will not be evaluated favorably or unfavorably when:
  - i. The Offeror lacks relevant performance history,
  - ii. Information on performance is not available, or
  - iii. The Offeror is a member of a class of Offerors where there is provision not to rate the class against a sub factor.

When this occurs, an Offeror lacking relevant performance history is assigned a "neutral" rating. Prior to assigning a "neutral" past performance rating, the Contracting Officer may take into account a broad range of information related to an Offeror's performance.

### **M.3. COST PROPOSAL EVALUATION**

Cost proposals for Task Order No. 1 will be evaluated but will not be assigned a rating. The labor ceiling rates proposed for [Section B.8](#) of the RFP may be negotiated but will not be included in the cost proposal evaluation for purposes of determining the mostly highly rated proposals for any Competitive Range (if needed) nor used in the tradeoff process for any source selection best value determination. The evaluation of the Offeror's cost proposal for the Task Order No. 1 will deal with cost analysis and cost realism analysis. This analysis will consist of a review of the cost portion of the Offeror's proposal to determine if the overall costs proposed are: 1) realistic for the work to be performed; 2) reflect the Offeror understands of the requirements; and 3) are consistent with the technical proposal.

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

USAID/Colombia anticipates awarding without discussions; however, reserves the right to hold discussions, if needed. If the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete rewrite, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

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

- a. The overall evaluation methodology set forth above will be used by the Contracting Officer as a guide in determining which proposal(s) offer the best value to the U.S. Government. In accordance with [FAR 52.215-1](#), and as set forth in Section M of this solicitation, award will be made by the Contracting Officer to the responsible Offeror whose proposal represents the best value to the U.S. Government after evaluation in accordance with all factors and subfactors in this solicitation.
- b. This procurement utilizes the tradeoff process set forth in [FAR 15.101-1](#). If the Contracting Officer determines that competing technical proposals are essentially equal, cost/price factors may become the determining factor in source selection. Further, the Contracting Officer may award to a higher priced Offeror if a determination is made that the higher technical evaluation of that Offeror merits the additional cost/price.

**[END OF SECTION M]**

**[END OF SOLICITATION 72051421R00001]**