



# USAID | ASIA

FROM THE AMERICAN PEOPLE

Issuance Date: July 27, 2009  
Closing Date: September 25, 2009  
Closing Time: 4:00 P.M., Bangkok, local time

**Subject: Request for Proposals (RFP) No. 486-09-028  
Supporting Citizen Engagement and Peace Building in Thailand**

To All Prospective Offerors:

The United States Government, represented by the U.S. Agency for International Development (USAID), is seeking proposals from qualified organizations interested in providing the services as described in the attached solicitation. USAID plans to award a Cost plus Fixed Fee (CPFF) term type, cost reimbursement contract.

You have received this document through the USAID Internet site. Some of the Attachment/Forms/Appendices/Exhibits in Section J have been supplied to you electronically. Other Attachments/Forms/Appendices/Exhibits, which may not be included electronically in this solicitation, may be found at [http://www.USAID.GOV/procurement\\_bus\\_opp/procurement/forms/](http://www.USAID.GOV/procurement_bus_opp/procurement/forms/) or by contacting the person in block 10 on page 1 of the SF 33.

If you have received this RFP electronically, then you must notify the contact person listed in block 10 of the original SF33 of the original RFP by fax or e-mail. As the recipient of this solicitation document, you are responsible for ensuring that you have received it from the Internet in its entirety. USAID bears no responsibility for data errors resulting from transmission or conversion processes. Further, please be aware that amendments to solicitations are occasionally issued and will be posted on the same Internet site from which you downloaded the solicitation. Generally, the Contracting Officer will send copies of amendments to all those who have sent in the written confirmation of solicitation receipt. However, USAID does not guarantee that an amendment will be issued to you directly based upon written confirmation that you have downloaded the solicitation from the Internet. You are therefore advised to regularly check the FedBizOps website (<http://www.fedbizops.gov/>) for amendments.

Please pay careful attention to Section K - Representations, Certifications and Acknowledgements of the accompanying Request for Proposals. Offerors are now expected to comply with FAR clause 52.204-7, Central Contractor Registration, and complete the annual representations and certifications electronically via the Online Representations and Certifications Application website at <http://orca.bpn.gov>.

Offerors must carefully adhere to Section L - Instructions to Offerors and Section M - Evaluation Factors for Award. Sections B through J of the solicitation will become the basis for the contract. Any blanks in Sections B through J will be completed by the Contracting Officer before award.

You are strongly encouraged to submit any comments or questions concerning this RFP by no later than August 21 2009. These should be directed to Mr. Thomas M. Stephens, Regional Contracting Officer and attention to Ms. Maria Rosario M. Arenas, Senior Acquisition Specialist, USAID/RDMA, Bangkok, Thailand by fax, (662) 263-7498, or e-mail. Mr. Stephens and Ms. Arenas may be reached at the following e-mail addresses, respectively: [tstephens@usaid.gov](mailto:tstephens@usaid.gov) and [marenas@usaid.gov](mailto:marenas@usaid.gov).

The Proposal shall be prepared in two separate parts: the Technical Proposal shall address technical aspects only while the Business (Cost) Proposal shall present the costs and address related issues such as responsibility. Offerors shall submit one (1) original and five (5) copies of their Technical Proposal in a sealed envelope which is clearly marked as being in response to this RFP. Offerors shall submit one (1) original and one (1) copy of their Business Proposal

separately in a sealed envelope indicating that it is in response to this RFP and contains cost information. One copy each of the technical and business proposals shall also be submitted within the sealed envelopes on electronic medium (disk or CD) with text in WORD and budgets in EXCEL. Proposals must be signed by an official who is authorized to bind the organization.

The required closing date and time for receipt of proposals at the USAID/RDMA office in Bangkok, Thailand is 4:00 P.M. Bangkok local time on September 25, 2009. Point of required receipt is at USAID/RDMA, Bangkok, Thailand and not at USAID in Washington, D.C. or at any other location. Offerors should take account of the expected delivery time required by the proposal transmission method they choose, and are responsible to ensure that proposals are received at USAID/RDMA by the due date and time specified above. Faxed proposals are not acceptable. The normal method of transmission for proposals should be by international courier or by mail; proposals submitted via e-mail will also be accepted (see Section L of the RFP).

Oral explanations or instructions given before the award of the contract will not be binding. Issuance of this solicitation does not obligate USAID to award a contract, nor will USAID pay any costs associated with the preparation or submission of proposals. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government. 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,

Thomas M. Stephens  
Regional Contracting Officer  
USAID/RDMA, Bangkok

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 1	PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER 486-09-028	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED		5. DATE ISSUED July 27, 2009	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY Regional Office of Procurement USAID Regional Development Mission/Asia USAID Box 47, Bangkok APO AP 96546			CODE	8. ADDRESS OFFER TO (If other than Item 7)		

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

### SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 7 until September 25, 2009 local time 4:00pm  
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Maria Rosario Arenas	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 662-263-7453	C. E-MAIL ADDRESS marenas@usaid.gov
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### OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE
			18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$ . 00	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) USAID Regional Development Mission Asia (RDMA) Bangkok, Thailand		25. PAYMENT WILL BE MADE BY Office of Financial Management USAID/RDMA 5 <sup>th</sup> Floor GPF Witthayu Tower A 93/1 Wireless Road Bangkok, Thailand 10330	
26. NAME OF CONTRACTING OFFICER (Type or print) Thomas M. Stephens, Regional Contracting Officer (Signature of Contracting Officer)		27. UNITED STATES OF AMERICA	28. AWARD DATE

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

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**PART I - THE SCHEDULE**

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

**B.1 PURPOSE (CPFF)**

The purpose of this contract is to provide services as described in detail in Section C, Statement of Work.

**B.2 CONTRACT TYPE AND SERVICES (CPFF)**

This is a cost-plus-fixed fee (CPFF) term-type, cost reimbursement contract. For the consideration set forth in the contract, the Contractor shall provide the deliverables or outputs described in Section C and comply with all contract requirements.

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

(a) For the base contract period (first 3 years), the estimated cost for the performance of the work required hereunder, exclusive of fixed fee, is **TBD**. The fixed fee, if any, for the base contract period (first 3 years) is **TBD**. The total estimated cost plus fixed fee for the based period is **TBD**.

The estimated cost for the option period (an additional 2 years), exclusive of fixed fee, is **TBD**. The fixed fee, if any, for the option period (2 years) is **TBD**. The total estimated cost plus fixed fee for the option period is **TBD**.

The estimated cost plus fixed fee, if any, for the base and option period is **TBD**.

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance of the contract period hereunder is **TBD**. The Contractor shall not exceed the aforesaid obligated amount unless authorized by the Contracting Officer pursuant to the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22). See Section I of this contract.

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

**B.4 BUDGET SCHEDULE**

(a) Base Contract Period (Years 1 – 3)

	Year 1	Year 2	Year 3	Total
<b>I. Operations Costs</b>				
Salaries and Wages				
- Field Office Staff – Bangkok				
- Home Office Staff				
Fringe Benefits				
Consultants				
Travel and Transportation	\$200,000	\$200,000	\$200,000	\$600,000
Allowances				
Procurement and Capital Expenses				
Other Direct Costs				
Indirect Costs				
<b>II. Grants Program Costs</b>	\$1,550,000	\$4,650,000	\$4,650,000	\$10,850,000
<b>Total Estimated Cost</b>				
<b>Fixed Fees</b>				
<b>TOTAL Estimated Cost Plus Fixed Fee</b>				

(b) Option Contract Period (Years 4 -5)

	Year 4	Year 5	Total
<b>I. Operations Costs</b>			
Salaries and Wages			
- Field Office Staff – Bangkok			
- Home Office Staff			
Fringe Benefits			
Consultants			
Travel and Transportation	\$200,000	\$200,000	\$400,000
Allowances			
Procurement and Capital Expenses			
Other Direct Costs			
Indirect Costs			
<b>II. Grants Program Costs</b>	\$3,100,000	\$1,550,000	\$4,650,000
<b>Total Estimated Cost</b>			
<b>Fixed Fees</b>			
<b>TOTAL Estimated Cost Plus Fixed Fee</b>			

(c) Summary (All Years)

	Base Contract Period	Option Contract Period	Total
<b>I. Operations Costs</b>			
Salaries and Wages			
- Field Office Staff – Bangkok			
- Home Office Staff			
Fringe Benefits			
Consultants			
Travel and Transportation	\$600,000	\$400,000	\$1,000,000
Allowances			
Procurement and Capital Expenses			
Other Direct Costs			
Indirect Costs			
<b>II. Grants Program Costs</b>	\$10,850,000	\$4,650,000	\$15,500,000
<b>Total Estimated Cost</b>			
<b>Fixed Fees</b>			
<b>TOTAL Estimated Cost Plus Fixed Fee</b>			

**B.5 INDIRECT COSTS (DEC 1997)**

The contract clause entitled "Allowable Cost and Payment (MAR 2000)", FAR 52.216-7, specifies that the indirect cost rates shall be established for each of the Contractor's accounting periods that apply to this contract. Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
		1/	1/	1/
[To be determined]				

**B.6 ADVANCE UNDERSTANDING ON CEILING INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS**

(1) Reimbursement for allowable indirect costs shall be at final negotiated rates but not in excess of the following ceiling rates:

Description	Rate	Base	Type	Period
	1/	1/	1/	
[To be determined]				

(2) The Contractor will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the Contracting Officer.

(3) The Government shall not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established in the contract.

(4) This understanding shall not change any monetary ceiling, obligation, cost limitation, or obligation established in the contract.

**B.7 COST REIMBURSABLE**

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

- End of Section B -

## SECTION C - STATEMENT OF WORK

### C.1. TITLE OF PROGRAM

The title of this program is “**Supporting Citizen Engagement and Peace Building in Thailand**”.

### C.2. PURPOSE

The United States Agency for International Development (USAID), Regional Development Mission for Asia (RDMA), Governance and Vulnerable Populations (GVP) Office requires support to establish and manage a flexible mechanism that will provide technical assistance, training, material, and other resources as needed to a broad range of civil society organizations and stakeholders working to promote peace building and stable democratic governance in the Kingdom of Thailand.

### C.3 BACKGROUND

#### C.3.1 Context – Political Crisis and Conflict in the Deep South

Thailand is in the midst of rapid and dramatic political change that is transforming its political landscape. Against the backdrop of 81-year old King Bhumibol Adulyadej--who has been the Kingdom of Thailand’s constitutional monarch for over 60 years--stands a political system that has undergone upheaval over the past 18 months, and non-democratic capture of political power for at least 8 years. The vulnerability of the Thai political system to illiberal, destabilizing concentration of power and peacefully resolving the southern conflict are the key democratic governance (DG) problems to be addressed by the proposed program.

Former Prime Minister Thaksin Shinawatra’s rule (2001-2006) ended in a military coup in September 2006. His firm grip on power diminished the ability of civil society organizations and media to play a watchdog role. This ultimately led to the mobilization by middle class civil society, other members of the political elite, and ultimately the intervention of the military.

Thaksin’s governing style was particularly damaging to Thai political culture, as it overrode checks and balances put in place by the 1997 constitution and normalized money politics and corruption. Acclaimed as the most liberal constitution of Thai history, the 1997 constitution was drafted by a non-partisan assembly that sought to curtail “money politics” by limiting the power of traditional politicians and bureaucrats and by increasing the power of independent bodies and civil society. The constitutional drafting process itself was participatory. It involved the active participation of 28 CSOs, several political reform groups and NGO networks spanning the country. After the 1997 constitution was signed, CSOs across the country enthusiastically spread the message of a new era of politics based on human rights, government transparency, independent administrative bodies and political and electoral reform. Hopes for a vibrant change of political culture and democratic governance with checks and balances quickly diminished and the liberal principles enshrined in the 1997 constitution compromised.

As unchecked executive powers and military/police impunity persisted under Thaksin’s rule, the insurgency in the south became increasingly violent. Some argue as early as 2001 a new insurgency characterized by Malay ethno-nationalism, that utilizes Islam as a mobilizing agent and highly violent tactics, has emerged. The insurgents’ demands are unclear, though it appears creation of a separate state or some form of self-rule is one of them.

There are approximately 1.3 million ethnic Malays in Thailand’s three southernmost provinces of Yala, Narathiwat, and Pattani. While this is relatively small in comparison to the Thai population of 65 million, the ethnic Malays in these three provinces comprise approximately 80 percent of the total population of the southern provinces. For decades, these ethnic minorities have complained of discrimination and efforts at forced assimilation, with armed insurgencies emerging on and off for decades.

The problems in the south have led to a bloody conflict that has been worsening over the past five years. More than 3,700 people have been killed in the three southern provinces along with some parts of neighboring Songkhla, of which about 89 percent were civilians. Despite the presence of nearly 68,000 police officers, soldiers, and paramilitaries in the south, along with changes in strategy from Thaksin’s hard line approach to the military government’s attempts at conciliation, the violence shows no sign of letting up.

Observers point out several root causes of the conflict. Past resentment against Thai imperialism, and long-time abuse of power by government officials are among the root causes. These factors are further compounded by poor education, poverty, unemployment and cultural/linguistic alienation of ethnic Malays. Crime factors such as drug trafficking are also believed to have contributed to the problem.

Since 2004, the government policy for addressing the conflict in the south has vacillated between offering conciliatory measures to imposing a security approach. Efforts to address root causes have been dismissed, and international involvement has been rejected. Many observers contend that the Thaksin government's policies towards the south were a key factor in the deterioration of the situation with the constant change of policies and shift of power from one to another.

The political instability of the last 18 months following the coup, as well as the increasing intensity of the conflict in the south without an adequate political solution, demonstrates that the problem of destabilizing concentration of political power was not just a problem of the Thaksin era--but symptomatic of the current Thai political system. There have been 5 governments since the coup of September 2006. Each political transition occurred largely due to the extra-constitutional measures taken by the government resulting in new elections or appointments of the Premier. In December 2008 the parliament voted in a new Prime Minister, Abhisit Vejjajiva, leader of the Democratic Party.

During the recent period of political instability, pro- and anti-Thaksin camps have become increasingly powerful and confrontational. The anti-Thaksin alliance, known as the People's Alliance for Democracy (PAD) or "yellow shirts" is comprised of Bangkok-based social activists from several networks including the media, academia, labor, the NGO sector and religious representatives. These networks also include members of the intelligentsia, middle class, and businessmen who were not accorded the same preferential treatment by the state as were Thaksin's associates. The pro-Thaksin alliance, known as United Front for Democracy Against Dictatorship (UDD), or the "red shirts," are comprised of Thaksin's loyalists who want his return to power.

These two social movements have increasing political power and often resort to street mob politics to express their views. For example, the PAD seized the Government House, had violent clashes with anti-PAD forces, seized the government's temporary offices at Don Muang Airport, and seized the Suvarnabhumi Airport. Underlying the 2008 crisis is the PAD's claim that two former Prime Ministers following the coup (Samak and Somchai) are proxies for Thaksin. These examples demonstrate Thailand's political instability and vulnerability to illiberal, destabilizing concentration and capture of power.

### **C.3.2 Social Movements and Civil Society**

In the Thai context, social movements are different from civil society organizations (CSOs) in that they are highly politicized mass movements that evolve due to public concern over political processes and policy issues, rather than concern for the well-being of particular disadvantaged groups. Over the past two decades, social movements have had a significant impact on the democratic development of the country. In the 1990s, many activists from social movements developed issue-based civil society organizations that used their role to monitor state political and economic activities. They were successful in expanding political space to participate in public policy debate and formalizing their role in the polity. These gains, however, were short lived as a combination of factors--including the financial crisis, reduced levels of foreign assistance and Thaksin's intolerance of opposition voices—became the "perfect storm" and essentially debilitated the voices of civil society. As of today, CSOs have not yet fully recovered or restored their formal role in the polity due to the lack of resources, expertise and experience.

Tracing back to the early 1990s, social movements played a key role in demanding full representative democracy. A coalition group of activists protested the nomination of 1991 military coup leader General Suchinda Kraprayoon as Prime Minister. The protest led to the May 1992 bloodshed in which Thai soldiers shot dead several protesters. The death of these protesters turned out to be one of the most tragic incidents in modern Thai history.

After the 1992 uprising, civil society advocacy became legally permitted and NGOs began to actively network within the country and the region. Between 1992-1997, civic leaders from social movements developed formal CSOs and asserted themselves into strategic positions to monitor political and economic activities of the country. The number and strength of CSOs steadily increased, and a profusion of new organizations emerged and used their knowledge of public policy issues to advocate for reform. Several CSOs evolved from inherently non-political community development organizations to issue-based NGOs with alliances to local and regional networks, state enterprise unions, academics and the media. While community based grassroots organizations remained apolitical and received funding from the Royal Thai Government

(RTG), other groups evolved into issue-based advocacy organizations and used private funding sources and limited foreign aid to serve as checks and balances to public policies.

During the 1990s, CSOs demanded a new constitution. Due to leadership of a core group of Bangkok-based civic leaders active in networking on the national level, CSOs were given the opportunity to participate in drafting the 1997 constitution, which resulted in the emphasis on the issues of rights and freedom of expression. The 1997 constitution also created the National Economic and Social Advisory Council which provides a channel for civil society input into public policy dialogues. This was a significant point in civil society development – as Thai civil society had been formally recognized for its role in policy-making as a key interlocutor with the state. Despite these positive steps, the RTG's attention soon focused on the financial crisis of 1997/98, and it failed to develop formal mechanisms for civic participation in public policy dialogue.

In September 1995, shortly before the financial crisis, USAID formally ended its bilateral assistance program to Thailand. This gap in funding for civil society was met by private donor sources. After the financial crisis of 1997/98, private funds dried up leaving Thai CSOs without sufficient funding to maintain programs.

Later, under Thaksin's rule from 2001-2006, CSOs had mixed experiences. Grassroots community development organizations enjoyed legitimacy and funding by the Thaksin government and were used by Thaksin to generate political support in rural Thailand. Some issue-based advocacy organizations that implement programs consistent with Thaksin's populist policies (such as health programs, consumer rights and migrant workers) also received funding from the RTG and enjoyed attention from Thaksin as long as they did not challenge his policies. Issues-based advocacy NGOs launched anti-corruption campaigns and partnered with the media to expose purported misdeeds by Thaksin. By crushing these NGOs financially (foreign donor support was very limited at that time), and depriving them of a voice in public policy dialogue, pro-democracy issue-based NGOs were silenced and made irrelevant.

There are now thousands of CSOs in Thailand (which includes community based organizations and issue-based advocacy organizations), and CSOs have still not recovered from the absence of support in the past. They have not yet had opportunities to expand programs, express interests without intimidation from the government and/or constructively engage in policy debate as codified in the 1997 constitution. Since most robust foreign donor support left Thailand just before the financial crisis, CSOs (particularly advocacy oriented CSOs that serve as a check and balance of the state) have been deprived of resources for years and have not had opportunities to formally engage with the RTG on policy issues. Some previously strong NGOs have either shrunk in size significantly, or simply dissolved.

Over the years, some foreign donors have maintained a very small presence in Thailand and have provided very small grants to CSOs. They contend that CSOs in rural Thailand have weak capacities and limited opportunities to engage with government. Donors who currently provide small grant support to CSOs across the country including the deep south agreed that CSOs lack the requisite skills and professionalism needed for broader impact and sustainability. They further assert that CSOs are committed to certain policy reforms and to the constituencies they represent, but lack basic skills in organizational development and management--such as strategic planning, financial management, fund-raising, networking and media outreach. These core skills are needed for building long-term programs, partnerships and sustainable organizations. Foreign donors admit that their small grants programs are insufficient to meet the needs of Thailand's evolving civil society sector.

One of the reasons cited for the weak state of CSOs outside of Bangkok, and particularly in the deep south, is the absence of support from donors for civil society, and the perception that the RTG is able to support CSOs in Thailand. While the RTG does support grassroots community development organizations, it does not support issue-based advocacy groups that serve as a check and balance to the government. Weak public confidence in government has expanded the divide between citizens of rural Thailand and local government, and several issue-based CSOs do not accept funds from the RTG because of their position on government policies. Many of these issue-based advocacy organizations are formally registered but inactive because they rely on their own funds, or limited private donations, to operate. They also lack the expertise in organizational development to fully develop and sustain their activities.

CSOs in the deep south emerged recently, so they are new and under developed. In fact, the first loose conflict and peacebuilding network emerged in 2007. Many of these CSOs focus on legal aid for victims of violence, human rights advocacy, forensics for identifying missing persons, and civic education for peace-building. They operate without formally registering as a NGO because: 1) the Thai government does not require it; 2) the application requirements are too arduous and; 3) they are concerned about being perceived too closely with the RTG. While this prevents many foreign donors from providing direct funding to them, some NGOs and foreign donors have been able to work with them on a limited basis. In addition to these CSOs, there are other civic and religious leaders who operate out of schools and

religious organizations and play a key role in peace-building. Donors agreed that new measures need to be identified to reach these civic leaders, as they remain active and engaged in peace-building efforts. Donors and international NGOs active in the south also admit that their small grants programs are insufficient to meet the growing needs of citizens in the deep south.

As a result of years of missed opportunities for CSOs to formally engage in policy processes, lack of financial resources and increased oppression by the state, civil society has once again transformed into social movements – as evidenced by the current red/yellow shirt movements. While CSOs maintain their identities as independent organizations, CSO leaders are now beginning to align with and participate in the “colored shirt movements” as vehicle to expressing political preferences. This is largely due to the fact that CSOs have been silenced and underfunded for several years and have not been able to exercise their constitutional right to formally participate in public policy dialogue. Social movements are seen as an alternative to CSO activities because they are well-funded by the Bangkok elite, growing in size and legitimacy, and are now serving as the main civic voices for political change. Today, these colored shirt movements dominate the political stage. Due to the size and diverse membership, some participants in these movements even use the threat of violence to convey their message. Due to its popular appeal, these movements have successfully divided and politicized the civil society sector making issue-based CSOs less relevant. Few civil society organizations play a visible and constructive role in politics, as most CSO members are engaged in the well-funded activities of social movements which gain broad media coverage and capture the attention of the RTG.

The reality today is that the capacity and role of civil society to advocate for citizen interests is not as strong as expected given Thailand's economic status as a middle-income country. Therefore, one of the underlying premises of the new civil society development activity is to strengthen capacities of issue-based CSOs and promote opportunities for constructive and inclusive CSO engagement with the RTG. These efforts aim to restore the formal role of CSOs in the polity, facilitate constructive public dialogue towards consensus-building, and mitigate civic extremism.

### **C.3.3 The Media**

The media sector is complex, dynamic and influential. Virtually all of the broadcast media (TV and commercial radio) are owned by the state and the military. Compared to the broadcast media, the print media is largely privately owned and enjoys more public respect for its independent stand and its ability to function as a check and balance on the government.

The media plays a vital oversight role in helping increase transparency and accountability of government institutions, but has also been limited by restricted laws, a culture of self-censorship among journalists, and both business and state pressures that limit freedom of expression. In spite of these limitations, the Thai independent media has exerted significant influence on national politics and policymaking. For example, the print media's strong criticism of alleged corruption by Thaksin and his cabinet members contributed to the anti-Thaksin movement in 2006, and led to a serious confrontation between the print media and the government. The Thai Journalists' Association (TJA) actively advocates press freedom, and promotes the unity of and professionalism of journalists through training. The Press Council and TJA jointly formed the Thai Press Development Foundation, which was merged with the Isra Institute in 2007 and is now called the Isra Press Development Foundation of Thailand. The Isra Institute works on media development issues and provides training to journalists on investigative reporting, ethics, subject area training (such as economics and political science) to improve the quality of news writing.

Despite pressures to clamp down on freedom of expression, the media sector has shown signs of opening up. In 2007, a public television station called Thai Public Broadcasting Service (TPBS) was established which provides free space for political debate and public discussion of issues. In addition, community radio is on the rise. The majority of such radio stations are local commercial stations, while non-profit community-based stations operated by NGOs or members of the community number constitutes a small minority. According to senior journalists, community radio stations emerged as issue-based, pro-democracy groups that aim to use radio time to discuss public policy issues. However, these groups lack the resources and skills needed to compete with commercial radio stations. With its strong potential to influence audiences at the grass-root level, many community radio stations have been used by NGOs to reach their target audience.

According to the Article 40 of the 1997 constitution and the Frequency Allocation Organization, National Broadcasting Commission and National Telecommunication Commission Act, the National Broadcasting Commission (NBC) should be established as an independent agency to oversee broadcasting services and frequencies in Thailand. To date, the NBC has not been fully established due to a lack of transparency in the selection process. Sources suggest that the absence of a government agency to oversee community radio has led to several thousands of unlicensed community radio stations nationwide. The National Telecommunications Commission (NTC) has been requested to take care of the allocation of

transmission frequencies and is reviewing the draft criteria on how to obtain transmission frequency proposed by the 22-member ad-hoc committee set up by the Broadcasting Act.

### **C.3.4 Independent Agencies**

The failure of the independent agencies to live up to the expectations of the drafters of the 1997 constitution was a significant disappointment of the Thaksin era. Some of the key independent agencies such as the National Committee on Human Rights, the Election Commission, and the National Counter Corruption Commission were unable to provide effective oversight of government because of Thaksin's powerful political influence. He either co-opted leaders of these organizations by controlling their appointments, or sidelined them to reduce their visibility and prevent them from operating. For example, the Auditor General was locked out of her office for an extended period of time because she refused to drop investigations into Thaksin's associates. The 2007 constitution continues to carve out a significant role for the independent agencies to serve as one of the government's main oversight mechanisms, which opens the path for improved checks and balances in the future.

The frequent changes in government in the recent past and limited resources have weakened the role and capacity of the independent agencies. Thailand is still experimenting with how much responsibility to allocate to the independent agencies, which further weakens their role as providers of government oversight. As noted above, even though the 1997 constitution provides for an independent agency to oversee broadcasting services, the agency has not been fully established yet.

The independent agencies--if strengthened and linked with CSOs and academics-- could play a key role in providing oversight of government and promoting a more democratic culture of checks and balances. They could provide more effective implementation, oversight and enforcement of laws, policies and regulations. Furthermore, they could serve as the leading agencies that foster dialogue with civil society and academics on public policy issues and institutionalize public participation mechanisms for policy oversight. They could also promote linkages within various levels of government on key issues, and serve as an independent technical voice for issues concerning the public. According to the joint USAID/DRL DG Assessment of 2008, independent commissions are open to the idea of using comparative expertise to better develop internal capacities, systems and procedures.

Independent agencies--with open channels of dialogue with civil society and academia—constitute one of the critical elements to building solid public participation mechanisms in governance and promoting a political culture of checks, balances and accountability. Independent agencies have the mandate to provide oversight of government policies and focus on many of the same public issues as advocacy-oriented NGOs. However, in the current context, there are limited opportunities for independent agencies, CSOs and academics to share information and build a collective voice for improved government accountability. This new activity aims to enhance technical capacities of independent agencies and also promote linkages with civil society and academia as a means to building a stronger voice for accountability and developing public participation mechanisms in governance.

### **C.3.5 A New Phase of Democratic Development for Thailand**

Although Thailand has made steady progress towards democratization over the past several decades, Thailand is at a critical stage in its democratic development. It suffers clear vulnerabilities to further political destabilization due to the concentration of power, and possible non-democratic capture of political power again in the future. While social movements currently dominate political space, CSOs and media lack skills and opportunities to constructively engage with government, which are needed to serve as a check and balance to public policy and political processes, and facilitate citizen participation in governance.

Thai civil society organizations are critical interlocutors to the state; however, due to the absence of donor support for over a decade CSOs have been deprived of financial and technical resources needed to represent citizen interests and promote more accountable governance. Weak capacities coupled with Thaksin's intolerance of opposition voices within civil society have debilitated advocacy-oriented CSOs' abilities and opportunities to serve as a check and balance to the government. In the absence of a vibrant civil society sector--that monitors political and economic activities and constructively engages with the Royal Thai Government (RTG) on policy issues—social movements have emerged once again as evidenced by the "red/yellow shirts."

Several significant weaknesses that could benefit from external assistance have been identified in the Thai political and governance system. One of the key findings of the assessment is the influential role media and civil society could play in

influencing the national policy agenda when their efforts have resonance in Bangkok. Furthermore, many Thais have confirmed the pressing need for stronger checks and balances of the political system.

USAID/W and DRL have provided some limited support for Thailand, most of which has been dedicated to addressing the conflict in the deep south. USG assistance for the deep south has supported legal aid for victims of violence, but these programs have been small and targeted a few organizations. Missing from previous programs was a broad vision to strengthen CSOs and community media across the country, provide opportunities for constructive civic engagement with government, innovative approaches to reaching untapped groups in the south, expanded use of resources and multiple partners in the south, and promoting the link between CSOs and government entities to strengthen government oversight mechanisms. Additional and targeted support is needed to bolster civil society and media's role in promoting public interests and serving as an effective check and balance of the government.

The time is ripe for a comprehensive USG program aimed to strengthen civil society, media and independent agencies as key players in policy processes and peace-building efforts. Civil society organizations represent legitimate interests of disenfranchised groups, such as the rights of ethnic minorities, migrant workers, press freedoms, trafficked victims, environmental preservation and battered women--just to name a few. These key social groups strive for opportunities to engage with other CSOs and with government to address policy issues and help identify solutions to problems. In order for Thailand's government to be more responsive to public interests, it needs to be further informed by and engaged with CSOs who represent the interests of citizens, particularly those engaged in peace-building efforts in the deep south. It also needs to develop mechanisms for ensuring public participation in policy dialogue. To fully participate in public affairs and influence the development of responsive policies that promote democratic principles and peace in the deep south, civil society organizations need to be strengthened and further professionalized so they can be sustainable and further expand their role in formal political processes. With further assistance, civil society organizations that actively engage in political processes can be a more effective vehicle to bringing government closer to its citizens -- a key element of a democracy.

Civil society is therefore the key entry point and most cost-effective approach to starting new DG programs aimed to support democratic governance and peace in Thailand. At this point, no other foreign donor is providing support for civil society development in Thailand. A comprehensive program supporting civil society and media is the most strategic use of USG resources at this time because it fills a gap in donor funding for civil society and will result in improved capacities of Thai CSOs to advocate for public interests, tangible opportunities for constructive citizen engagement with the RTG which will promote public policies which reflect the needs of citizens.

## **C.4 PROGRAM OBJECTIVES AND ILLUSTRATIVE ACTIVITIES AND EXPECTED RESULTS**

### **C.4.1 Overall Goal, Objectives and Illustrative Activities**

The overall development goal of this program is **to foster constructive civil society engagement with the Royal Thai Government (RTG) as a means to building consensus for democratic political processes and mitigating extremism.**

USAID/RDMA envisions a program obligated over three to five years which has three coordinated and mutually supportive components to reach the overall development goal. It includes components to (a) enhance capacities of key independent agencies to provide effective government oversight, (b) strengthen the capacity of Thai civil society organizations and media to serve as checks and balances for political processes and public policy, and (c) support civil peace-building efforts and diminish the potential for radicalization and escalation of violent conflict in southern Thailand. The program emphasizes capacity building of Thai CSOs and the use of Thai service providers when possible.

USAID/RDMA envisions a combination of technical assistance, training and grants (for either US NGOs or Thai CSOs) to ensure rapid response to emerging opportunities and have ample capabilities to achieve objectives.

#### **Objective A: Independent Agencies - Enhance capacities of key independent agencies to provide effective government oversight.**

Independent agencies play a key role in providing oversight of government activities. These independent agencies include, but are not limited to the Human Rights Commission, Anti-Corruption Commission and the Electoral Commission. The 2007 constitution carves out a significant role for the independent agencies to serve as one of the government's main oversight mechanisms. This objective aims to improve the efficiency and effectiveness of independent governmental

bodies by providing direct technical assistance and/or training for improved policies, procedures and skill sets associated with the implementation, oversight and enforcement of laws, policies and regulations. Technical assistance and/or training will also promote improved linkages between and among key independent agencies at various levels of government and promote public participation in policy processes.

To achieve this objective, the contractor must provide direct training, technical assistance and advice to staff of independent governmental bodies, and initiatives which bring together CSOs, academics and other Thai experts with independent agencies to address key problems with law and policy. The contractor must identify appropriate Thai organizations to serve as service providers of technical assistance to independent agencies after the award has been issued.

In implementing these tasks, the Contractor should consider innovative approaches which may include as possible subjects of training/technical advice and/or dialogue with CSOs the technical/policy area of the independent agency, budgeting and resource allocation, developing and utilizing linkages with different levels of government, and working with citizens as customers of the government. While technical assistance may not necessarily result in direct changes in RTG resource flow, it may influence policy/budget decision making and policy implementation and oversight approaches. The development hypothesis behind this objective is that by providing technical assistance/training to independent agencies on key policy issues--and by creating opportunities for dialogue between government entities and civil society organizations/academics--independent agencies will gain a clearer understanding of citizen interests, and more effectively provide oversight of government. Furthermore, civil society will have tangible mechanisms for participating in public policy development and oversight.

This objective (Independent Agencies) complements activities in the other two program objectives which support civil society (Objective B) and peace-building (Objective C). This objective provides the necessary linkage between civic leaders, civil society, academics and media to independent government agencies which is needed to make an impact on public policy implementation and oversight. It is particularly relevant for conflict mitigation activities under Objective C as it provides an avenue for constituencies for peace in the deep south to engage with independent agencies, such as the Human Rights Commission, to address the conflict in the deep south.

Illustrative activities include, but are not limited to the following:

- Provide technical advice and/or training to independent agencies on key policy issues, such as policy in the deep south, human rights enforcement, the role of political parties in the context of the constitutional monarchy, anti-corruption issues and broadcast media. Advice may also focus on budget prioritization in connection with policy discussions.
- Create issue-based public forums and promote public policy dialogue between CSOs, university academics, civic leaders, political parties, media and independent agencies.
- Promote transparency and accountability of government institutions by supporting media coverage of issue-based public forums between CSOs and independent agencies (using alternative and/or mainstream media sources) or other activities of independent agencies.
- Create networks between independent agencies, civil society leaders, academics and other civic leaders advancing democratic policy reform and conflict mitigation in the deep south.

**Objective B: Civil Society Strengthening - Strengthen the capacity of Thai civil society organizations and media to serve as checks and balances for political processes and public policy.**

Civil society organizations and the media play an essential role in building a political culture of democratic practices and values, as well as promoting checks and balances of public policy and political processes. Civil society is the key interlocutor with the state on issues of public interest and the media (particularly community media) plays a vital oversight role in helping increase transparency and accountability of government institutions and promoting the free flow of information to the public. This objective aims to strengthen the capacity and role of civil society organizations and the media—in both rural and urban settings—to express citizen interests and provide oversight of government. This objective will be met using a combination of training and grants.

To achieve this objective, the Contractor must provide financial assistance (through cash and in-kind grants) to civil society organizations and media organizations. Additionally, the Contractor and its partners must provide training and other technical assistance to strengthen CSO organizational capacities, develop issue-based campaigns, and promote specialized skills related to critical areas such as human rights monitoring and awareness. (Note: the “contractor and its partners” refers to the Contractor, the service delivery organizations noted in Objective A above, and any other grantees

of the project.) The Contractor and its partners must provide support to promote civil society and academic research of policy issues that can lead to constructive dialogue between government and citizens on key policy issues.

In implementing these tasks, the Contractor and its partners may use training to strengthen the capacity of media (community media in particular) to provide more balanced reporting using investigative journalism techniques; improved coverage of human rights and conflict issues, and to promote sustainability of community media. The Contractor and its partners may provide assistance through grants to create opportunities for CSOs to organize, advocate and communicate interests with government and with each other. Assistance could support campaigns promoting media independence, human rights and public awareness of democratic political culture, processes and values.

By strengthening the technical and institutional capacities of civil society organizations, expanding opportunities for issue-based programming, and promoting dialogue between citizens and the state, Thai citizens will become more engaged and informed of policy issues. The expected result is that CSOs will have skills and opportunities to constructively engage with the state on policy issues, the RTG will be more informed of civic interests through formal public participation mechanisms and thus better positioned to develop public policies that respond to citizens needs. By strengthening capacities of media (particularly community media) to more effectively report on key issues, citizens will have access to better sources of information about community and policy issues, and serve as a more effective check and balance of government. Furthermore, the quality of the news and information on key issues such as human rights and the conflict in the deep south will improve, which will further empower citizens to advocate for peaceful solution to the conflict.

Activities under this objective for strengthening civil society (Objective B) directly complement activities under the objective for enhancing independent agencies (Objective A), as it build capacities of CSOs to constructively engage with government. This objective also provides opportunities (through grants) for expanded public awareness, issue-based advocacy campaigns and policy research that will be useful for policy dialogue between CSOs, academics and members of independent agencies. Activities under the objective focusing on civil society (Objective B) also complement activities under the objective for promoting peace-building in the deep south (Objective C) in that it provides training to CSOs and media in a variety of subjects including organizational development for which groups in the south will be eligible, and creates a linkage between CSOs in the south and CSOs in Bangkok.

Illustrative activities include but are not limited to:

Training/TA to CSOs and media outlets as follows:

- Provide organizational development in key skill areas such as strategic planning, networking, fundraising, management, using the mainstream and alternative media effectively, and financial management. This training would target CSOs in both rural and urban settings.
- Provide specialized training in human rights monitoring, assessment and reporting. This specialized training would target CSOs, particularly legal aid organizations and human rights advocacy groups, including those in the deep south.
- Provide training and technical assistance to CSOs in participatory development planning and issue-based advocacy to ensure more effective grassroots engagement with local government bodies.
- Provide training to media, especially community media, on investigative reporting, fundraising, ethics and the development of media programs that encourage public discourse on issues (call in shows or events covered by media). Training may also include effective use of internet and/or alternative media to disseminate news and information.

Grants may be provided to CSOs, think tanks and universities as follows:

- Policy dialogue between CSOs engaged advocacy for democratic reform, (including but not limited to anti-corruption, peace-building, human rights, women's rights, migrant workers, minority rights, democratic decentralization) and the state.
- Support advocacy efforts of CSOs, journalism associations and academic institutions aimed to protect the rights of journalists and further advance the independence of the media.
- Create multi-stakeholder discussion forums and networking opportunities for CSOs, professional associations, media groups, universities, think tanks to facilitate greater linkages among each other, and to constructively engage with government leaders working on the local and national levels.
- Enhance public understanding of democratic institutions and processes through civic education.
- Research on public policy issues, politics, good governance and democratic decentralization through KPI and/or universities.
- Foster university/ NGO-based working groups to facilitate multi-sectoral discussions on critical policy issues.

**Objective C: Peace-Building in the Deep South - Support civic peace-building efforts and diminish the potential for radicalization and escalation of violent conflict in southern Thailand.**

The violence in the southern border provinces has persisted for decades, and in the recent past has escalated with increased intensity. Civic and religious leaders, CSOs, community media, and academics have been engaged in peace-building efforts since 2004, and are among the key agents of change in the deep south. They work on a variety of peace-building activities such as legal assistance service delivery, human rights monitoring and education, and civic education programs aimed to help society promote a culture of peace. RDMA aims to support agents of change in the deep south, and advance a variety of peace-building initiatives that address the causes and consequences of conflict, at-risk youth and vulnerable populations, civic education, and community media. To be effective, this component will be flexible and will respond to needs as they emerge.

Increasingly robust civic peace-building activities – such as services addressing the consequences of conflict; human rights awareness and monitoring; expanding opportunities for civic networking among southerners and between southerners and other NGOs across the country; and by providing alternatives for at-risk youth – will increase public demand to resolve the conflict peacefully. The availability of recruits will decrease over time as an increased number of citizens will be engaged in peace-building activities.

To achieve this objective, the Contractor must develop activities to support the causes and consequences of conflict, and build trust *within the community* and *between citizens and the state*, rather than further aggravating the conflict. To strike this chord of peace-building and non-confrontation with the state, the flexibility of this objective is critical. When opportunities emerge (and as identified through ongoing consultation between the Contractor and COTR and in collaboration with stakeholders on the ground), the Contractor may provide support for dialogue between key civic leaders and local officials on conflict mitigation techniques, which could help build a new relationship between the Thai state and citizens.

Activities under this objective for promoting peace-building efforts in the deep south (Objective C) complement activities under the objectives for strengthening independent agencies (Objective A) and civil society (Objective B) by strengthening CSO and civic leaders' capacities to promote peace-building activities and building linkages to national level constituencies for peace. Activities under the objective focused on independent agencies (Objective A) provide opportunities for civic leaders and CSOs to engage with the Human Rights Commission or other independent agencies on peace-building activities. Activities under the objective for strengthening civil society (Objective B) provide the necessary linkage to CSOs across the country (particularly those in Bangkok) that may help strengthen the public demand for a peaceful solution to the conflict and training opportunities.

This objective will be flexible as the Contractor will be responding to needs and opportunities as they arise using technical assistance, training or financial assistance to service providers and agents of change in the deep south. The Contractor may also provide support to key groups across the country serving the interests of citizens in the Southern border provinces of Thailand.

Illustrative activities under this objective may include but are not limited to:

Grant assistance to CSOs and/or civic leaders:

- Provide support services for victims of violence (such as legal assistance) and vulnerable segments of the population.
- Enhance civic and associational linkages among southerners by supporting networking opportunities for citizens to discuss solutions to community problems caused by the conflict.
- Support dialogue and reconciliation activities between citizens and the RTG.
- Support local NGOs advocacy campaigns for improved criminal justice procedures and practices.
- Support civil society organizations in the south and in Bangkok to advocate for improved protection of human rights.
- Target youth populations by supporting the development of curricula and/or teacher training for use in schools where possible.
- Support research on models of peace-building in similar contexts, and share models of conflict mitigation with local leaders.

Training and/or technical to CSOs and/or civic groups:

- Provide training to select CSOs on human rights monitoring and education, developing case tracking systems, trends analysis, using the media, and collaborative approaches to working with government.
- Provide Yawi/Pattani Malay language training to some relevant Royal Thai Government (RTG) officials in the south to improve communication between RTG officials and local citizens.
- Provide training to journalists on human rights and conflict reporting to promote reliable information about the causes, management and effects of the conflict, and potential avenues for resolution.
- Provide vocational skill training and career training for widowed women affected by the conflict.
- Provide technical assistance, training and/or assistance to develop community radio stations in the south.
- Provide demand-driven career training, leadership strengthening and conflict resolution skills to at-risk youth that will lead into entry into formal education and employment opportunities. This activity will engage youth who are vulnerable to recruitment or victimization by insurgents. These young people include orphans, under-parented children, out-of-school youth, and youth in some religious schools. The activity may also include young adults and recent university graduates if appropriate.

#### **C.4.2 Expected Results**

The Contractor must develop a performance monitoring plan which includes a methodology for data collection, analysis and knowledge management for reporting results. Specific indicators for measuring success shall be developed as part of the Results Framework (see Section C.6.3.1.25). After a three-year period, USAID/RDMA expects the the higher level results as indicated below. If USAID/RDMA decides to exercise the option for an additional two years, it is expected that these results will be expanded and deepened upon progress made in the first three years.

The expected results identified below include reference to “F Framework Results” developed by the Department of State Director of US Foreign Assistance (“F”). F is charged with developing and providing strategic and effective framework for all US foreign assistance. (For more information, please see <http://www.state.gov/f/>.) F has developed standardized indicators to measure results of US foreign assistance programs across all agencies. This RFP identifies the program areas from the list of “standard foreign assistance indicators” from which indicators will be drawn during program implementation. (The full list can be downloaded from <http://www.state.gov/f/indicators/index.htm>.)

#### **Expected Results under Objective A: Independent Agencies - Enhance capacities of key independent agencies to provide effective government oversight**

- 1) Stronger independent governmental agencies, with linkages with the civil society sector and academics, that effectively provide oversight of government activities, and implementation of public policy that reflects public interests.**

##### Expected Outcomes:

- More effectively carry-out constitutionally mandated activities in providing oversight of the implementation and enforcement of laws, policies and regulations, and effectively serve as a critical check and balance of government.
- More effectively incorporate issues of public interest into their ongoing systems of policy oversight.
- Constructive engagement with advocacy NGOs on policy issues.
- Public interest issues reflected into ongoing systems of oversight/policy oversight.
- Greater professional capability and improved systems for engaging citizens.

##### Key Activities:

The main activities for achieving this result are training to staff of independent agencies on key policy issues facing their particular sector of government oversight, and the creation of issue-based policy forums to enable staff of independent agencies to engage in constructive dialogue with CSOs, academics and Thai citizens. These linkages to civil society must further strengthen their linkage to Thai citizens, enrich their knowledge of citizen concerns with respect to their agency, and strengthen their overall government oversight role.

##### F Framework Results:

The indicators from the F Framework that will be used to measure results are under the Governing Justly and Democratically Program Objective, program area 2.2 (Good Governance), program element 2.2.2 (Public Sector Executive Function).

**Expected Results under Objective B: Civil Society Strengthening - Strengthen the capacity of Thai civil society organizations and media to serve as checks and balances for political processes and public policy.**

**1) Strengthened CSO research and advocacy capacities to enable constructive dialogue with the RTG on key policy issues.**

Expected Outcomes:

- Improved CSOs capacities to serve as a check and balance of government actions and activities.
- Opportunities created for constructive CSO dialogue with the RTG.
- Reduced likelihood that the current “red/yellow shirt” movement will (a) be the sole appealing avenue for public discourse and (b) nationally divisive.
- More diverse critical research conducted on key socio-political issues that can influence policymaking and budget allocations.
- Alternative modes of public debate created that reduce the strength of illiberal notions of virtuous bureaucracy/rule.
- Increased “common ground” on policy issues found by Thais in the rural and urban contexts.
- Civil society “recapitalized” to levels reached by some organizations pre-1997 through activities, networking and improved organizational capacity.

Key Activities:

The main program activities proposed for achieving this result are training and grants to civil society organizations and research institutes. The Contractor must provide grant support to promote multi-stakeholder public forums that bring elements of Thai society together to discuss public policy issues with key members of the RTG; advocacy efforts to advance the independence of the media; and research on public policy issues aimed to fuel public dialogue on policy issues. Possible topics of research and civil society sponsored discussions with other CSOs, independent agencies and the RTG may include decentralization, analysis of populist programs, human rights, conflict and anti-corruption measures. Training for CSOs must focus on organizational development such as strategic planning, networking, fund-raising, management, using the mainstream and alternative media effectively, and financial management which is needed for outreach and sustainability. This training may target CSOs in both rural and urban settings across Thailand. Specialized training in human rights monitoring, assessment and reporting will also be provided and must target CSOs, particularly legal aid organizations and human rights advocacy groups, including those in the deep south.

F Framework Results:

The indicators from the F Framework that will be used to measure results are under the Governing Justly and Democratically Program Objective, program area 2.4 (Civil Society), program element 2.4.1 (Civic Participation).

**2) More sustainable community media outlets, improved capacities of journalists to cover policy issues and the conflict and a more open media environment.**

Expected Outcomes:

- Improved capacities and more financially sustainable media outlets.
- Balanced and informed media coverage of the Southern Conflict and human rights issues.
- Improved and more professional skills of journalists and editors for covering policy issues facing the country. Improved reporting on all aspects of the southern conflict in a manner that addresses grievances and marginalization, rather than treating the conflict as criminal banditry.
- Better citizen access to public information regarding the southern conflict and other human rights issues linked to CSO activities and advocacy efforts to the government.
- Community radio stations with capacities to compete with commercial radio, and are a tool for educating citizens on key local issues, i.e. the southern conflict, land rights, citizenship rights, etc.
- Media able to more freely provide checks on the behavior of both the security forces and the insurgents.

Key Activities:

The main activities for achieving this result are technical assistance and/or training to support the expansion and sustainability of community media outlets; and training for journalists, especially community media, on investigative reporting, fundraising, ethics and the development of media programs that encourage public

discourse on issues (call in shows or events covered by media). Training may also include effective use of internet and/or alternative media to disseminate news and information.

F Framework Results:

The indicators from the F Framework that will be used to measure results are under the Governing Justly and Democratically Program Objective, program area 2.4 (Civil Society), program element 2.4.2 (Media Freedom and Information).

**Expected Results under Objective C: Peace-Building in the Deep South-Support civic peace-building efforts and diminish the potential for radicalization and escalation of violent conflict in southern Thailand.**

**1) Increased capacity and visibility of advocacy NGOs and civic leaders working to promote peace-building activities.**

Expected Outcomes:

- Strong, diverse networks poised to actively and sustainably advance peace efforts.
- “Centers of excellence” in skill-building in conflict mitigation, conflict resolution, reconciliation and peace-building developed.
- Networks developed among local religious and community leaders for joint advocacy, mutual understanding and peace-building.
- Strengthened linkages between local NGO and human rights workers and Bangkok and Bangkok policy-makers.
- Strategies developed to advance human rights advocacy in the conflict zone.
- Networks with Indonesian and Filipino human rights and peace-building networks developed for sharing lessons learned and good practices, especially as they relate to the local context.

Key Activities:

Activities to achieve this result are flexible and include a variety of technical assistance, training and/or sub-grants to civil society organizations, academics or civic leaders to facilitate dialogue and stimulate the exchange of ideas between stakeholder groups; advance conflict mitigation skills; provide service delivery for victims of violence; promote public awareness campaigns on peace-building efforts; support media coverage of peace-building activities; or foster knowledge exchange of other similar Asian conflicts with the aim of identifying lessons learned which may be applicable to the Thai context.

F Framework Results:

The indicators from the F Framework that will be used to measure results are under the Peace and Security Program Objective, program area 1.6 (Conflict Mitigation and Reconciliation), program element 1.6.2 (Peace and Reconciliation Processes).

**2) Reduction in the pool of “recruitable” youths into the insurgent groups and more sustainable livelihood opportunities for youth.**

Expected Outcomes:

- Civic education/curriculum development advanced where appropriate and strategically useful.
- Youth networks for peace developed.
- Vocational training made available to at-risk youth.
- Advocacy efforts improved to develop viable alternatives for youth (i.e. NGO/RTG coordinated efforts).
- Improved understanding of levels of at-risk youth and plans developed and implemented to mitigate the risk factors/dynamics.

Key Activities:

Activities proposed to achieve this result are flexible and may include training, technical assistance and/or sub-grants to CSOs, schools or civic groups to provide vocational training to at-risk youth populations, teacher training and/or curriculum development for schools

F Framework Results:

The indicators from the F Framework that will be used to measure results are under the Peace and Security Program Objective, program area 1.6 (Conflict Mitigation and Reconciliation), program element 1.6.1 (Peace and Reconciliation Processes).

### **3) Expand constituencies for a peaceful resolution of the southern conflict at the local, national and elite political level.**

#### Expected Outcomes:

- Advocacy efforts from southern NGOs brought to Bangkok policymakers to influence decision-making.
- National efforts to influence government actions vis-à-vis the southern conflict advanced.
- Alternative voices to the southern conflict developed which challenge the existing dominant security-focused policy.
- Broader public understanding of the multi-faceted nature of the conflict in the deep south.

#### Key Activities:

Activities to achieve this result are flexible and must entail building trust between parties in the process, and therefore will depend on local political context. Activities envisioned for achieving this result include technical assistance and/or training the ad-hoc “Peace Committee” or other ad-hoc bodies with the tacit approval of the PM and National Security Council, multi-stakeholder dialogue on peace processes, and dialogue between citizens and the RTG on conflict mitigation measures.

#### F Framework Results:

The indicators from the F Framework that will be used to measure results are under the Peace and Security Program Objective, program area 1.6 (Conflict Mitigation and Reconciliation), program element 1.6.2 (Peace and Reconciliation Processes).

### **C.4.3 Partnerships and Local Service Providers**

This activity includes a robust grants component and authorizes grants under contract (GUCs) up to \$100,000 with COTR approval (and more than \$100,000 with Contracting Officer Approval). Moreover, it authorizes GUCs to US NGOs up to \$350,000 and authorizes GUCs to academic institutions. All GUCs must be made in accordance with ADS 302 and 303. The USAID COTR will be significantly involved in establishing selection criteria and must approve the actual selection of grantees; the Contractor must apply the same requirements that apply to USAID-executed grants; and USAID retains the right to terminate the grant activities unilaterally in extraordinary circumstances (see ADS 302.3.4.8). The Contractor must develop a Grants Management Handbook (see Section C.3.1.15). The Contractor shall be responsible for developing guidelines (subject to the USAID/RDM/A COTR and Regional Contracting Officer approval) for submitting grant proposals, establishing specific eligibility criteria and developing procedures for the review and approval of grants and developing procedures for monitoring the funded projects and reporting results.

### **C.5 USAID/CONTRACTOR RELATIONSHIP AND IN-COUNTRY PRESENCE**

#### **C.5.1 USAID’s In-Country Presence and Decision-Making**

This activity represents a significant investment by USAID in promoting democratic governance in Thailand and the resolution of the ongoing conflict in the southern border provinces and represents the first significant governance program since 1995. Successful implementation of this potentially sensitive program requires an integrated, collaborative approach to program strategic development and management. Envisioned as a partnership, the management of this program will involve close coordination between USAID/RDMA. The contractor will be located in Bangkok.

The Contracting Officer’s Technical Representative (COTR) will be based at USAID/RDMA in Bangkok, Thailand, in the GVP Office. The COTR, within the limits of the COTR delegation letter issued by the Regional Contracting Officer, is responsible for overall contract technical management, including contractual decisions and technical concurrence of all deliverables, sub-contracts and technical assistance. The COTR is the Contractor’s primary interface for technical direction and approval requests.

All grants under this contract will be governed by an approval for GUCs as per ADS 302.3.5.6. Under this approval, the

COTR is authorized to approve grant activities up to \$100,000. Grants more than \$100,000 in value must be approved by the Regional Contracting Officer.

The Contractor and COTR as a team will determine key areas for assistance to be provided based upon analysis and assessment undertaken by the Contractor. The Contractor must assist potential grantees with grant design and development. Under technical direction of the COTR, these activities will be jointly designed by grantees and Contractor staff.

While the broad program goal and GUC structure afford maximum flexibility, Contractor staff must meet and consult with USG staff on a regular basis to share ideas about grant design, development, and implementation and receive needed approvals per established decision-making procedures. As part of the integrated program management approach, scheduled strategic planning/team building events offer a formal process for regular re-examination of the programmatic goal and objectives, roles and responsibilities, lines of communication, policies and procedures.

The Contractor is prohibited from awarding grants under this contract on behalf of any agencies or offices other than USAID/RDMA and without written direction from the Regional Contracting Officer (RCO).

### **C.5.2 Contractor Office – Bangkok (see Section C.6.3.1.19)**

Due to the significant nature of collaboration between the COTR and Contractor team, the Contractor must propose an office located within a 15 minute commute from USAID/RDMA's new office location (estimated from December 2009 onward) at Plaza Athénée Office Tower, Thanon Witthayu (Wireless Road), Pathumwan, Bangkok.

### **C.5.3 Contractor Field Office – Hat Yai (see Section C.6.3.19)**

The Contractor must provide significant grant-making and technical assistance will be provided to organizations in the southern border provinces. To facilitate greater access to local organizations and to develop trust with key actors in the southern border provinces, the Contractor may be required to open a field office in Hat Yai. Any alternative location proposed by the contractor must be approved by the COTR. At this time it remains unlikely that a field office proposed in any of the three southern border provinces (Narathiwat, Pattani, Yala) would be approved; however, the Contractor must be ready to establish a field office here if directed by the COTR, in consultation with the Regional Security Officer.

## **C.6 CONTRACTOR PROGRAM IMPLEMENTATION RESPONSIBILITIES**

### **C.6.1 Overall Contractor Requirements**

As USAID/RDMA's implementing partner, the Contractor is critical to the success of this program. First and foremost, the Contractor must provide the capacity for flexible, timely, and responsive provision of assistance. As detailed below, the services and outputs required of the Contractor are integral to establishing and maintaining this capacity. The Contractor may propose additional services; however, the Contractor must document how these services advance USAID's programmatic goal and objectives. The Contractor must demonstrate an acute understanding of the sensitivities of this environment and be both prudent and service-oriented in delivering the services and outputs described below. The Contractor must also be prepared for time and content sensitive information and action requests from the COTR.

Under this contract, the Contractor must establish a Bangkok-based team that will work closely with USAID/RDMA to design, implement, monitor, and evaluate grants under contract; procure and distribute in-kind resources; conduct assessments, evaluate program objectives, implementation and impact; and, establish and maintain a Performance Based Management System (PBMS). Grants under contract will be both cash and in-kind as permitted by U.S. law, regulation, licenses, and waivers. Program activities will be incrementally funded up to a five-year period, subject to availability of funds.

The Contractor must provide sufficient liquidity for operations and grants. The Contractor must implement the program by managing all administrative, logistical, procurement, recruitment, human resources, and financial aspects, and by providing all required personnel, equipment (office equipment, vehicles, and communications), and facilities to meet program commitments as described in this statement of work.

The Contractor must be prepared to respond to program changes and contingencies as the result of unforeseen events that may arise over the course of the contract period. The Contractor must be able to assure adequate financial liquidity

and flexibility in order to award and implement grants in areas of opportunity. This contract will be incrementally funded within the established total estimated cost.

## **C.6.2 Contractor Requirements – Services**

The following are responsibilities of the Contractor over the course of the contract.

### **C.6.2.1 Award Management**

This activity will utilize a combination of in-kind grants and cash grants to non-US organizations, associations or other civil society entities. The use of in-kind grants expands the pool of potential grantees, especially new emerging organizations or associations, by alleviating much of the management burden, thus allowing partners to focus their efforts on implementation. Over time, partners may strengthen internal management controls allowing them to manage more resources directly. For purposes of this activity, “cash grants” refer to the use of cash advances to grantees. (See discussion below under “Monetary Components of Grants”.) This approach will be especially useful in the Thai context given the varying degrees of management capability that currently exists. Grants with cash components may be issued to US organizations. However, this program must primarily support Thai civil society organizations; the Contractor must justify any use of non-Thai civil society/non-governmental organizations to the COTR.

#### ***In-Kind Components of Grants***

For in-kind grants, the Contractor must be able to procure commodities and services for grantees. The Contractor must ensure that procurements include delivery to the grantee, inspection (the Contractor must use a best-value system of procurement to ensure quality and cost control), requisite field demonstrations where applicable, training on use of the commodity, warranty/maintenance agreements, monitoring of commodity use, titling disposition, and all permits, licenses, waivers, etc required by U.S. law or regulation. Approval in advance from the COTR is required before the Contractor can issue grants.

#### ***Monetary Components of Grants***

Monetary components may sometimes be more effective and efficient than in-kind procurement depending on the country situation, the grantee, and the grant amount. The Contractor must discuss the proposed disbursement (in-kind versus monetary) with the COTR and the justification documented in the Performance-Based Management System (PBMS). Approval in advance from the COTR is required before the Contractor can use a monetary component or cash advance for grants. Normally, cash grants (or cash components of grants) may include cash advances for items such as honoraria for persons without bank accounts to which funds could be transferred by the Contractor, travel funds, office supplies or other items that would not be overly burdensome for emerging civil society organizations to handle and document. Grantees will be required to provide appropriate documentation for these expenditures against cash advance payments.

*In some cases, grants with only cash components may be provided to US or international NGOs which are qualified to receive USAID direct funds.*

(Note: All cash payments of honoraria for Thai organizations must be, to the extent feasible, directly deposited into bank accounts of individuals receiving the honoraria payment. This will minimize the risk of mismanagement of these funds by organizations.)

While cash components are permitted under this contract, the Contractor must meet the following conditions prior to utilizing cash grants in Thailand:

- a. USAID/RDMA has determined in writing that monetary components will significantly advance program objectives and that USAID can adequately audit and monitor the Contractor if the cash grants are approved. The COTR will ensure that the grants significantly advance program objectives.
- b. The COTR and CO have reviewed and approved the Contractor’s procedures for disbursement and monitoring of cash components.
- c. The justification for each grant, based on programmatic relevance and identified risk, is documented in the Performance Based Management System (PBMS) and defined in the detailed activity implementation plan.

#### ***Sub-Contracts***

The Contractor may also consider limited, strategic use of sub-contracts. Sub-contracts are an appropriate mechanism when specific outcomes or approaches can advance the program objectives. For example, rather than mobilizing short-

term technical assistance to conduct an assessment of the organizational capacity or training needs of a select group of NGOs, the assessment could be sub-contracted to a larger, more established organization with existing relationships and credibility within the NGO community. Sub-contracts with clearly defined “outputs” represent an opportunity to hold more developed organizations, specifically NGOs, to higher standards of accountability and transparency both financially and programmatically. The Contractor must use the following criteria when considering the most appropriate instrument:

- a. A contract may be used when the principle purpose of the instrument is the acquisition by purchase of, lease or barter, of property or services for the direct benefit or use of the contractor.
- b. A grant may be used when: the principal purpose of the relationship is the transfer of money, property, services or anything of value to the recipient in order to accomplish a public purpose of support or stimulation; and, the recipient may have substantial freedom to pursue its stated mandate.

A combination of both acquisition and assistance instruments will provide sufficient flexibility to the Contractor to choose, in consultation with the COTR, the most appropriate instrument or combination of instruments for a particular activity. As with grants, the Contractor must obtain approval in advance in writing from the COTR. Additionally, Contracting Officer consent will be required.

### **C.6.2.2 Technical Assistance**

The Contractor must provide technical assistance on an as-needed basis to support programmatic objectives. Technical assistance may be provided through grants or through long- and short-term consultants. Possible technical assistance services include assessment of the civil society sector in Thailand, stakeholder analysis of civil society leaders in the deep south, leadership and empowerment training, management training or other similar services through grants, sub-contracts or consultants. Additionally, short-term consultants and experts could be sub-contracted on a short-term basis, as-needed. All technical assistance must be approved in advance by the COTR.

Throughout the project, the Contractor must identify CSOs that require further capacity-building, especially those that can become service providers.

### **C.6.2.3 Direct Distribution of Goods and Services**

The Contractor must be able to provide Direct Distribution of Goods and Services (DDGS). These goods and services may include but are not limited to communications technology equipment or other goods essential for communication or radio transmission. The DDGS pertains to activities seen as directly furthering program objectives; this does not include good and services that the Contractor requires for its own operations. While goods and services are generally provided under grants, in rare instances, the Contractor may be required to directly procure and distribute goods and services to the beneficiaries. This service will only be required in the absence of a suitable grantee to execute the activity and with the expressed direction of the COTR.

### **C.6.2.4 Strategic Planning and Team Building**

The potential politically sensitive nature of the activities envisioned under this program require close and constant communication and collaboration with the USAID/RDMA COTR. The Contractor must arrange to organize a Strategic Planning and Team Building Session involving USAID and Contractor staff at least every three months and more frequently if the situation in Thailand requires. The timing, location and content of the session will be determined in consultation with the COTR. If USAID is not able to provide a facilitator, the Contractor must identify and hire a facilitator. The initial Strategic Planning & Team Building Session (see section C.6.3.1.22) must be conducted approximately 90 days after the Contractor arrives in country. An agenda and proposed results will be determined in advance by the Contractor in consultation with the COTR. Results from the initial session may include:

- A strategy and associated work plan for achieving expected program outcomes during the first six months of the program.
- Review of and agreement upon all Operational Procedures such as the Security and Communications plans (see section C.6.3.1.19).
- Review of and agreement upon the Draft Grant Criteria and the Grant Cycle, standard templates for reporting deliverables.
- Development of the Performance Based Management System (PBMS) (see section C.6.3.1.21).
- Gender and Diversity Strategy (see section C.6.3.1.23)
- Anti-Corruption Strategy (see section C.6.3.1.24)

- Teambuilding amongst the GVP and Contractor staff.

#### **C.6.2.5 Field Staffing and Administrative Structures**

The Contractor must recruit, train, and retain the field staff required to achieve program objectives. The field staff levels and administrative structures may vary according to the demands of the program and the operational environment over the life of the program. Within 90 days of award, the Contractor must establish an office in Bangkok, Thailand equipped to support fully mobilized key personnel (see section C.6.3.1.19). The contractor's office shall be located within a 15 minute commute from the USAID/RDMA offices to better facilitate the extensive amount of coordination and collaboration that will be required with the contractor and USAID. Pending initial assessments of the requirements for civil society programming in the southern border provinces, the Contractor may be required to establish an office in Hat Yai (Songkhla Province) if directed by the COTR following mutual consultations (see Section C.5.3). The decision to establish such an office as well as determinations about its location will be made by USAID in consultation with the U.S. Embassy in Bangkok.

The Contractor must provide office equipment and vehicles; provide communications equipment, capabilities, and computer equipment sufficient to support the continuation of program management functions; support travel of Contractor staff; locate and hire staff and technical experts; establish and maintain communications systems; and develop and maintain procurement and financial systems.

#### **C.6.2.6 Reporting**

All written documentation (correspondence, reports, information sheets, etc.) for submission under this contract must be written in English. The Contractor must submit reports formally to the USAID/RDMA COTR. USAID/RDMA will provide guidance on reporting standards related to the reporting schedule indicated below with the Contractor during the start-up phase of the project. At a minimum, all documents shall be provided in MS Word (or MS Excel or MS Powerpoint) and PDF (unlocked) formats. All written documentation becomes the property of USAID; distribution of such reports is at the discretion of USAID and contractor shall not disseminate otherwise.

Required reports are detailed in Section F.4 , Reports and Deliverables and Outputs.

#### **C.6.2.7 Security**

The Contractor must possess a thorough understanding of the operational environment and appropriate systems and procedures for management of security risks, especially as they relate to activities in the deep south.

*Physical Security* - The Contractor falls under Chief of Mission (COM) Authority in Thailand. As such, the Contractor must comply with the applicable in-country practices for institutional contractors in Thailand. These procedures include but are not limited to in-country travel notification procedures for travel to the three southern border provinces and required security briefing and incident reporting protocols. Information about these policies and practices will be provided upon contract award.

Prior to leasing offices/residences and purchasing security equipment, the contractor must coordinate with the USAID/RDMA and the Embassy Regional Security Officer (RSO) to ensure compliance with U.S. Embassy regulations.

#### **C.6.2.8 Funding Sources**

If the COTR deems it appropriate to add additional, non-USAID or Department of State funds (such as funds from a public-private partnership), the Contractor must assist USAID/RDMA in preparing appropriate documentation. If such funds are received and obligated to this contract, the Contractor must establish adequate financial and program procedures for accounting of these funds, and manage these funds in support of the program.

The Contractor is required to track any earmark funds or other specific spigots of funding and report on those funds in all relevant reporting (see Section C.6.2.6 Reporting, above).

#### **C.6.2.9 GIS Mapping**

The Contractor must maintain GIS mapping capability to assist in targeting assistance programs in Thailand, especially in the southern border provinces. The Contractor may be directed by the COTR to provide mapping and analysis of various

data sets (i.e. socio-economic, incidents of violence, electoral winners/losers, etc.). GIS must be integrated into the PBMS (see Section C.6.3.1.21 PBMS).

### **C.6.2.9 Collaboration with Donor Community**

The Contractor must monitor other ongoing donor programs in the same or similar areas of operation and notify the COTR of opportunities for collaboration and complementarity. Monitoring can occur on an as needed basis, given that greater collaboration among programs may be required at different times. Depending on the level of activity in any given region, monitoring and collaboration may extend from periodic informal conversations with other programs to more intensive planning and regular meetings for program coordination and development. The Contractor must work with the COTR on a case-by-case basis to determine the level of coordination and collaboration necessary. Furthermore, the Contractor must be prepared to undertake significant collaborative and cooperative efforts with other donors. Such efforts will enhance the overall impact of conflict-sensitive programming and support efforts as outlined in the Paris Declaration (2006).

### **C.6.3 Contractor Responsibilities – Phase Specific Outputs**

The Contractor must produce a specific set of deliverables over the course of this program within the following program phases:

- Phase 1: Start-up/Deployment – First three months after effective date of award**
- Phase 2: Full Implementation – Month 4 after effective date of award to Phase 3**
- Phase 3: Close-out – Last three months of the contract**

The required Contractor outputs are categorized as “Tasks” or “Deliverables.” The Contractor must accomplish all “Tasks” by the date indicated. The Contractor must develop deliverables for submission to the COTR. The due date for each deliverable is noted below. Days are assumed to be calendar days unless otherwise noted.

#### **C.6.3.1. Phase 1 - Start-up/Deployment Tasks and Deliverables**

During the Start-up phase, the Contractor must establish key implementation systems and preparation for longer-term field staff deployment for program implementation through the life of the contract. The Contractor must also provide initial short-term technical assistance and/or grant funding to activities identified by USAID.

##### **C.6.3.1.2 Personnel Manual, Bio-Data and Curriculum Vitae Submitted (Deliverable)**

The Contractor must develop and submit a Personnel Manual consistent with institutional policies as well as the Employee Bio-Data (EBDs) sheets and Curriculum Vitae (CVs) for all Staff if not submitted with the proposal.

**Due Date:** EBDs must be provided to USAID before hiring professional staff.  
[Days from Contract Award: Rolling]

##### **C.6.3.1.3 Start-Up/Deployment Work Plan Submitted (Deliverable)**

The Contractor must prepare a plan for start-up and deployment of staff to Bangkok, Thailand.

**Due Date:** Within 10 days of award  
[Days from Contract Award: 10]

##### **C.6.3.1.4 Key Personnel Deployed (Task)**

The Contractor must deploy the Key Personnel team to Bangkok, Thailand. If Key Personnel cannot be mobilized within 21 days of contract award, they must be able to attend the 2-day start-up conference in Bangkok, Thailand, (see Section C.6.3.1.5) and must be deployed within 45 days of contract award.

NOTE: For purposes of this section, all references to “days from full deployment of Key Personnel” will always refer to 21 calendar days of award.

**Due Date:** Within 21 days of award  
[Days from Contract Award: 21]

#### **C.6.3.1.5 Two Day Start-Up Conference in Bangkok, Thailand (Task)**

The Contractor must make logistical arrangements for and participate in a two-day startup session to include USAID/RDMA and Contractor staff. The Contractor's start-up team members, designated Chief of Party and select home office staff must participate in this session.

The schedule and detailed agenda for this session will be developed by USAID/RDMA in consultation with the Contractor. A central part of the session will be to ensure mutual understanding of the roles of the USAID/RDMA COTR and Contractor staff and establish initial communications protocols between the respective parties. The session will also provide an initial overview of other USG assistance to the Kingdom of Thailand and an opportunity to establish parameters initial assessments to be undertaken by the Contractor. The Contractor will be responsible for making travel and logistics arrangements for all Contractor staff.

**Due Date:** Within 7 days of full deployment of Key Personnel.  
[Days from Contract Award: 28]

#### **C.6.3.1.6 Legal Status in Thailand Established (Deliverable)**

The Contractor in consultation with USAID/RDMA must establish legal status in Thailand to include registration required by the Government, identification of Government requirements and approvals for staff residency and employment, and determination of the extent of tax liability, exemption, and reporting concerning Contractor staff and activities. The Contractor must provide documentation of the Contractor's legal status for presence and program implementation in-country to the COTR.

**Due Date:** Within 30 days of award (if the Contractor is unable to obtain legal status in this timeframe, the COTR must be notified and a new timeline provided together with a discussion on any negative implications)  
[Days from Contract Award: 30]

#### **C.6.3.1.7 Revised Start-Up/Deployment Work Plan Submitted (Deliverable)**

The schedule/due dates for Contractor completion of all other Phase 1 tasks and deliverables will be finalized at the Start-up Conference. Based upon the discussions and agreements at the Start-Up Conference, the Contractor must submit a Revised Start-Up Work Plan to the COTR. These dates will be subject to amendment with COTR concurrence.

- The Revised Start-up Work Plan must cover the first six months of the program and must include roles and responsibilities and the timeline for:
- All Phase 1 Tasks & Deliverables;
- A schedule for Contractor Key Personnel recruitment and deployment;
- A schedule for other staff recruitment and involvement in this process by the COTR;
- Procedures for start-up of program activity, including capacity and processes for the home office role in grant-making and short-term technical assistance arrangements prior to field office deployment (the Contractor shall issue grants from the home office if needed during Start-up);
- Schedule and proposed mechanism/plans for conducting initial assessment.

**Due Date:** Within 7 days of the Two-Day Start-Up Conference  
[Days from Contract Award: 35]

#### **C.6.3.1.8 Financial Management Framework (Deliverable)**

The Contractor must develop and submit for review and approval a Financial Management Framework, guidelines and protocols governing the use and management of cash grants, including cash advances, under the program. The guidelines must detail how the Contractor will disburse and manage funds as part of these grants. It should further identify how the contractor will balance project outcomes with appropriate and acceptable levels of accountability and oversight for activities being undertaken in the conflict-affected areas of Thailand's deep south.

The Contractor must not issue grants with cash components to non-US organizations until it receives COTR approval of the protocols. Until protocols are approved by the COTR, only US organizations may be issued a grant with cash components. (Note: under no circumstances will grants be approved by the COTR until the Grants Management Handbook has been approved; see section C.6.1.3.15.)

**Due Date:** within 14 days of full mobilization of Key Personnel (and updated as required)  
[Days from Contract Award: 35]

#### **C.6.3.1.9 Communications, Information and Physical Security Plan(s) (Deliverable)**

The Contractor must develop and submit for review and approval a plan(s) documenting the procedures and systems in place to ensure the secure management of information related to the program (activities, vendors, grantees, and staff), as well as the physical security of the Contractor's expatriate, TCN and local staff. This plan(s) must include phone/SMS trees, contingency plans for other forms of communication, and appropriate actions in the event of emergencies. This plan(s) is a requisite for effective program implementation as well as staff security.

**Due Date:** within 14 days of full mobilization of Key Personnel  
[Days from Contract Award: 35]

#### **C.6.3.1.10 Communications and Information Security Systems Established (Task)**

The Contractor must procure and provide staff with appropriate and licensed communications equipment (cell phones, satellite phones, laptops, radios, video/still cameras as appropriate) and redundant systems (if needed). The Contractor must procure and provide Contractor staff with appropriate communications equipment and redundant systems as required for program needs and security protocols outlined in the plan(s). These systems will be regularly reviewed and adjusted as necessary by the PM and COTR.

**Due Date:** within 14 days of full mobilization of Key Personnel  
[Days from Contract Award: 35]

#### **C.6.3.1.11 Administrative Procedures (Deliverable)**

The Contractor must provide written procedures for operations and travel, including, but not limited to:

- Provisions for arranging and providing for in-country, regional, and international Contractor travel including airline, vehicle rental, hotel accommodations, passports and visas for Contractor personnel. From time to time where limited USG support services are available (i.e. travel up-country, last-minute travel requirements), the Contractor USAID and other USG staff may accompany contractor personnel using the contractor travel provisions.
- Translation and interpretation services, as required.

**Due Date:** within 14 days of full mobilization of Key Personnel  
[Days from Contract Award: 35]

#### **C.6.3.1.12 Financial Guidelines (Deliverable) and Systems Established (Task)**

During this Phase, the Contractor must have a bank account, available funding, and financial systems in place to initiate grant activities and make financial disbursements.

The Contractor must develop and deliver written guidelines and systems in consultation with the COTR for timely and effective accounting and vendors payments. The Contractor must revise financial records on a monthly basis to take into account fluctuations in the exchange rate, and adjust program financial estimates and spending accordingly. These guidelines and systems must include the following functions and outputs:

- procedures to maintain sufficient liquidity to meet program goals (developed during project start up);
- 'audit ready' records pertaining to disbursements, accruals, financial liquidity, payroll, vehicle use and maintenance, communications and non-expendable property;
- tracking and documentation of the overall monthly 'expenditure rates' for grant and non-grant expenditures;
- monthly budget pipeline analysis due the last work day of every month;

- quarterly accrual estimates reporting in format provided by the COTR (due no later than the 20th of March, June, September and December of each year, covering the periods through the end of the reporting quarter) (see Section C.6.2.6);
- accurate financial 'ad hoc' reports concerning the amount of grant funding committed and disbursed upon request by the COTR;
- accounting for funds from different sources, including USAID accounts, congressionally mandated earmarks, and other USG funds;
- procedures for timely reporting of VAT payments, as required by USAID regulations (note that it has been determined that taxes/VAT payments cannot be exempted in Thailand and therefore this would be an allocable cost under the contract as per the standard provisions);
- travel and per diem reimbursement (consistent with the organization's established policies and procedures);
- honoraria under grants in accordance with the organization's established policies and procedures and USAID regulations (for example, cash payments to experts hired as resource people at a seminar under a grant) (Note: this activity must not involve any salary supplements for host government entities.).

**Due Date:** 24 days from full mobilization of Key Personnel

[Days from Contract Award: 45]

#### **C.6.3.1.13 Field Staffing Plan including Organization Chart Submitted (Deliverable)**

The Contractor must revise and further develop the proposed Field Staffing Plan submitted with the proposal and submit it for COTR approval. The plan must include an organizational chart outlining each of the positions and respective lines of authority. See Contractor Personnel Responsibilities for more detailed description of the requirement.

**Due Date:** 60 days after contract award

[Days from Contract Award: 60]

#### **C.6.3.1.14 Assessments of Civil Society, Independent Agencies, and Market Survey of Service Providers (Deliverable)**

In close consultation with the COTR, the Contractor must conduct three initial assessments, specifically: Thai Civil Society (including a special focus on organizations in the deep south and separately those elsewhere in the Kingdom), Independent Agencies, and a market survey of Thai service providers. These assessments should inform the development of appropriate procedures, systems and plans required under this contract. The Contractor must submit a written report of these assessments. These assessments shall not be disseminated outside of USAID without the express agreement of the COTR.

**Due Date:** 60 days after full mobilization

[Days from Contract Award: 60]

#### **C.6.3.1.15 Grant Management Handbook and Grant Cycle Flowchart (Deliverables)**

The Contractor must develop and submit for approval a grants management handbook that shall include the following:

- procedures for the selection of partners, design of the award, database entry, monitoring and evaluating the outputs; and closing out the grant in compliance with US law and USAID regulations, particularly ADS 303;
- details on how the Contractor will assess grant-worthiness;
- a two-page summary in English, Thai and if appropriate, ethnic minority languages such as Yawi/Pattani-Melayu, to explain award worthiness procedures to potential partners;
- a direct reimbursement policy developed in consultation with the COTR which sets project policies for the provision of direct reimbursement in lieu of in-kind assistance within individual grants;
- a grants handbook for grantees explaining their reporting and grants management responsibilities and requirements (including reporting on items procured under the grant);
- a clearly developed policy on how the project intends to determine appropriateness and strategic use of four kinds of mechanisms: sub-contracts, in-kind grants (including any cash components of in-kind grants), cash grants, and technical assistance.

The Contractor must develop a Grant Cycle flow chart outlining the grant development, approval and implementation process and submit this as an addendum to the Grant Management Handbook. This chart must demonstrate Contractor

ability to process and implement grants in a timely manner and in accordance with guidelines and procedures agreed with the COTR.

**Due Date:** within 39 days of full mobilization of Key Personnel  
[Days from Contract Award: 60]

#### **C.6.3.1.16 Procurement Guide (Deliverable) and Systems Established (Task)**

The Contractor must develop a written field procurement guide (deliverable) and correlated systems (task) to execute the procurement and delivery of commodities required for in-kind grant activities and cash procedures (from home office to project office) consistent with program requirements, U.S. law, and USAID regulations. The Contractor must ensure that procurements include delivery (to the grantee), inspection, sufficient field demonstrations, training on use of the commodity, warranty/maintenance agreements, titling, and monitoring of its use. The guide must also include standard procedures for verification of legally sourced materials.

Types of procurements for this contract may include a wide range of grant activity goods and services as well as short-term technical assistance in furtherance of program objectives. The Contractor must explore innovative ways to meet grant procurement needs in a timely and cost effective manner, including, for example, blanket purchase orders, use of local markets, and project procurement packages for in-kind grants. The guide must also identify processes for waivers that may be needed. The applicable source/origin code for this contract is 000. Local procurement provisions will also apply.

**Due Date:** 75 days after contract award  
[Days from Contract Award: 75]

#### **C.6.3.1.17 In-Country Grant Making Capability Established (Task)**

Pending USAID approval of the Financial Management Framework and all Security Plan deliverables, the Contractor must be able to initiate and execute grants inside Thailand.

**Due Date:** Upon USAID approval of all prerequisite systems and protocols, including the financial management framework, communications, information security and physical security plans.  
[Days from Contract Award: 100 (max)]

#### **C.6.3.1.18 Recruitment of Non-Key Personnel (Task)**

All Key Staff should be identified and recruited within Phase 1.

**Due Date:** Within 69 days of full Key Personnel deployment  
[Days from Contract Award: 90]

#### **C.6.3.1.19 Office & Residences Identified and Leased (Task)**

By the end of the Start-up Phase, the Contractor must have secured permanent furnished office facilities as required for the program as well as residences for non Host Country National Contractor staff, and must provide for those residences appropriate furnishings, communications equipment, and security provisions. The proposed office to be rented must be approved by the COTR and must be within a 15 minute commute to the location of USAID/RDMA's new office location (estimated from August 2009 onward) at Plaza Athénée Office Tower, Thanon Witthayu (Wireless Road), Pathumwan, Bangkok.

Additionally, the Contractor must be able to set up a field office in Hat Yai, if requested by the COTR.

**Due Date:** By the end of Phase 1  
[Days from Contract Award: 90]

#### **C.6.3.1.20 Property Inventory and Inventory Management Plan Submitted (Deliverable)**

The Contractor must inventory all U.S. Government-funded property (either Contractor-acquired or US Government-

furnished) as required by the FAR. The Contractor must maintain and update this inventory at least every 12 months over the entire course of the program in accordance with the ADS, must submit to the COTR when updated, and must use it to form the basis of an equipment disposition plan for the Closeout Phase. The Property Inventory and Inventory Management Plan must account for, as applicable, in-kind procurements for grants.

**Due Date:** By end of Phase 1

[Days from Contract Award: 90]

#### **C.6.3.1.21 Performance Based Management System (Deliverable)**

The contractor must develop a performance-based management system (PBMS) that will be the primary tool for monitoring program impact and progress on indicators, managing grants and providing all reporting to USAID. This will be a new database exclusive to the activities under this contract. Grant making cannot begin until the basic PBMS is in place, and therefore the contractor must first develop the administrative functions of the database, with programmatic functions quickly following. The PBMS must be compatible with USAID's management systems in that the PBMS must include fields of information that may be required by USAID for reporting purposes (to be determined in consultation with the COTR). It shall include all reporting documents produced, all monitoring and evaluation documentation, and tracking of indicator data (both F framework indicators and those determined in the Results Framework). It must be available in a password-protected web-based format. It shall include the management, procurement and financial deliverables described below, as well as standardized formats for and a library of all reporting deliverables. It must also include the following functions and information:

- a GIS function to produce printed and electronic maps that show grants, program impact and other relevant information. Note: for security reasons, this GIS function will utilize existing data sets. The Contractor is not expected to collect precise coordinates for project sites;
- an events calendar that will include all program events and travel to be up-dated on a daily basis as needed;
- data on beneficiaries disaggregated by gender, age, institutional affiliation, ethnicity, geographical data, and other data as determined in consultation with the COTR;
- data on outputs from each project;
- data on the U.S. Foreign Assistance Framework Program Areas, Elements, Sub-Elements and Indicators;
- standard formats for all reports and program policies;
- fields that allow for the coding of each activity against cross-cutting themes and sectors; and
- other fields as determined in consultation with USAID/RDMA and Embassy Rangoon.

**Due Date:** within 69 days of full mobilization of Key Personnel

[Days from Contract Award: 90]

#### **C.6.3.1.22 First Strategic and Activity Planning/Team Building Session (Task)**

As described in C.6.2.4, the Contractor must make arrangements for and host a Strategic Planning and Team Building meeting in Thailand that includes Contractor personnel and USAID staff. This first session will primarily serve to define a program strategy consistent with interests and views of U.S. Government stakeholders in this program and reflective of the operational environment. The strategy that results from this session will guide program activities until a new strategy is determined. The strategy as well as program operations will be reviewed and refined in subsequent Strategic Planning/Team Building sessions planned over the life of the program. The Gender and Diversity Strategy and Anti-Corruption Strategy shall be discussed and refined at this strategic planning/team building session (see Section C.6.3.1.23 Gender and Diversity Strategy and Section C.6.3.1.24 Anti-Corruption Strategy). The COTR will advise the Contractor when this strategy is no longer valid and a new one has been adopted. Timing, participation and agenda will be determined through discussions between the COTR and Contractor. The Contractor must provide notes from strategy sessions to the COTR. A revised six-month work plan must be produced as a result of this session.

The first strategic planning/team building session may be one to two days, or longer, as determined in consultation with the COTR. It must be held after delivery of the three assessments noted in Section C.6.3.1.14.)

**Due Date:** within 62 days from the Start-Up Conference.

[Days from Contract Award: 90]

#### **C.6.3.1.23 Gender and Diversity Strategy (Deliverable)**

The Contractor must submit a detailed, sophisticated strategy for mainstreaming gender considerations into both programming and project implementation (the project's 'corporate' policies or 'principles'), including staff planning and deployment. The Contractor must mainstream gender considerations and not/develop a unique gender program component within this project. This strategy must indicate how the Contractor will analyze the different roles played by both men and women in Thailand – specifically in the deep south – and how gender sensitivity will be incorporated into programming, and how impact on gender-related issues will be measured. It should go beyond simply noting that 'gender considerations will be taken into account.'

**Due Date:** 10 working days of the first strategic planning/teambuilding session.  
[Days from Contract Award: 100]

#### **C.6.3.1.24 Anti-Corruption Procedures (Deliverable)**

The Contractor must develop and implement anti-corruption procedures for this program. These procedures must be consistent with any commonly used practices within the donor community, to minimize the procedures grantees and beneficiaries need to learn to report corruption. The Contractor must develop anticorruption reporting and remediation measures for all aspects of the program, starting with contractor staff and operations, to sub-contractors, grantees, other partners and vendors. Any and all incidences of fraud or fraudulent activity on the part of sub-partner and/or grantees must and will be reported to the Regional Inspector General.

**Due Date:** 10 days of the first strategic planning/team building session.  
[Days from Contract Award: 100]

#### **C.6.3.1.25 Results Framework (Deliverable)**

The Contractor must develop a Results Framework for the activity, including identification of all US Foreign Assistance Framework (F) and non-F indicators that shall be tracked. F Framework indicators and other non-F indicators (as determined by the Results Framework) will be decided upon in consultation with the COTR.

**Due Date:** 10 days of the first strategic planning/team building session.  
[Days from Contract Award: 100]

#### **C.6.3.1.26 End of Phase 1 Review Meeting (Task)**

If requested by USAID, the Contractor must host and participate in an End of Phase 1 Review meeting. Timing, participation and agenda will be determined through discussions between the COTR and Contractor. This event will review lessons learned and experience from the Start-up Phase, plans for commencement of subsequent phases, and all deliverables from programming of activities that occurred to-date.

#### **C.6.3.1.27 Collaboration with other USG Partners (Task)**

The Contractor must collaborate and/or coordinate with other USG-funded partner organizations or implementing contractors working in Thailand or on programs supporting civil society development, democratic strengthening or peacebuilding in Thailand, as related to the Contractor's primary responsibilities under this contract. From time to time, USAID may require the Contractor to work closely with another partner organization or implementing contractor.

#### **C.6.3.1.28 Work Plans (Deliverable)**

The Contractor must submit a revised initial 6-month work plan (revised) as a result of the first Strategic and Activity Planning/Team Building Session (see Section C.6.1.3.22) which is due 90 days from contract award. Subsequently, the Contractor must submit a second six-month work plan to the COTR 180 days from contract award. Prior to submission, the Contractor and COTR shall consult as to the feasibility of producing a 12-month work plan instead. Following the second work plan (whether 6-month or 12-month), the Contractor must submit work plans to the COTR on an annual basis.

### C.6.3.1.27 Summary of Contractor Tasks and Deliverables

PHASE	Outputs: Tasks & Deliverables (days from contract award noted in parentheses)
<b>Phase 1 - Start-up</b>	<p><b><u>Pre-Deployment</u></b></p> <ul style="list-style-type: none"> <li>• Acquire all required licenses, waivers, and permits</li> </ul> <p><b><u>Thailand-based Start-up</u></b></p> <ul style="list-style-type: none"> <li>• (rolling) Personnel Manual, EBDs and CVs Submitted</li> <li>• (10) Start-Up/Deployment Work Plan Submitted</li> <li>• (21) Key Personnel Deployed</li> <li>• (28) Two-Day Start-up Conference in Bangkok, Thailand</li> <li>• (30) Legal Status in Thailand Established</li> <li>• (35) Revised Start-Up/Deployment Work Plan Submitted</li> <li>• (35) Financial Management Framework Delivered</li> <li>• (35) Communications, Information and Physical Security Plan(s) Delivered</li> <li>• (35) Communications and Information Technology Systems Established</li> <li>• (35) Administrative Procedures Established</li> <li>• (45) Financial Guidelines and Systems Established</li> <li>• (60) Field Staffing Plan including Organizational Chart Submitted</li> <li>• (60) Assessment of Civil Society sector</li> <li>• (60) Assessment of Independent Agencies</li> <li>• (60) Market review of Thai service providers</li> <li>• (60) Grant Management Handbook &amp; Grant Development Cycle Submitted</li> <li>• (75) Procurement Guide and Systems Established</li> <li>• (75) In-Country Grant Making Capability Established</li> <li>• (90) Recruitment of Non-Key Personnel</li> <li>• (90) Office and Residences Identified &amp; Leased</li> <li>• (90) Property Inventory established &amp; Inventory Management Plan Submitted</li> <li>• (90) Performance Based Management System Established</li> <li>• (90) First Strategic Planning/Team Building Session Held</li> <li>• (100) Gender and Diversity Strategy Submitted</li> <li>• (100) Anti-Corruption Procedures Established</li> <li>• (rolling) Collaboration with other USG Partners</li> <li>• GIS</li> <li>• (100) Results Framework</li> </ul>
<b>Phase 2 - Full Implementation</b>	<p><b><u>Full Implementation</u></b></p> <ul style="list-style-type: none"> <li>• Updated Work Plan Submitted</li> <li>• Grant Making Activities</li> <li>• Ongoing Strategic Planning/Team Building Sessions and meetings</li> <li>• Participation in periodic Program Performance Reviews</li> <li>• Revisions, as needed, to all deliverables and plans</li> </ul> <p><b><u>Close-Out Preparation (if applicable)</u></b></p> <ul style="list-style-type: none"> <li>• Contractor Close-out Plan Developed</li> </ul>
<b>Phase 3 Close-Out</b>	<ul style="list-style-type: none"> <li>• Execution of Close-out Plan</li> <li>• Assistance with future job opportunities for staff</li> <li>• Property Disposition per USAID regulations</li> <li>• Contractor Participation in Final Evaluation</li> <li>• Final Close-out Report Submitted</li> <li>• Final Report Submitted</li> </ul>

## **C.7 CONTRACTOR PERSONNEL RESPONSIBILITIES**

The Contractor must hire sufficient numbers of each non-key personnel position to meet overall program goals, but within program budget limitations. The Contractor must take into consideration that the keys to success for such a program are systems, management, and logistical/procurement operations. Therefore, the Contractor must strike an appropriate balance between the number of personnel dedicated to the project (especially grants, procurement, financial, and technical specialists), the ratio of program to operational costs, and the need to expand or activate options as needed.

### **C.7.1 Key Personnel & Other Staff**

The COTR will have a significant role in program decision-making processes. This strong operational partnership requires Key Personnel with leadership, program and organizational management experience, effective communication skills, sound judgment, and political analysis abilities.

Below are listed illustrative positions that the Contractor could consider in developing an appropriate staffing plan. For purposes of USAID's involvement in approving "Key Personnel," these positions shall be defined as the two senior-most personnel on the project (for example, the Chief of Party and Deputy Chief of Party/Operations Manager), as well as the two senior-most field-based technical experts (for example, the Regional Program Managers). One of the RPMs (or equivalent position) should be a conflict/peacebuilding specialist and one should be a civil society/governance specialist. The Contractor may develop an organizational structure it thinks is most effective for effective contract performance.

#### **C.7.1.1 Chief of Party (CoP) (Key Personnel)**

**Responsibilities:** The Chief of Party (COP) oversees all Contractor activities for this program and provides overall technical oversight for the program. The COP is responsible for management, oversight, and reporting of Contractor's implementation of, progress on and quality of performance related to the grant making, sub-contracting and technical assistance under this program. The COP serves as the Contractor's designated person for overall management of the Contractor's relationship with USAID/RDMA. The COP supervises the Contractor's field presence, including operations, administration, logistics, procurement, budgeting, financial accounting (expenditures and reporting), and the PBMS management. In close consultation with the COTR, the COP ensures procedures are established and complied with for grant worthiness, development, implementation and close-out, funds liquidity, procurement, and administrative actions. S/he has primary responsibility for overseeing the administrative aspects of management of all subcontractors, and overseeing programmatic and strategic aspects of the project. Ultimately, s/he is responsible for all grants made under this contract though s/he may delegate day-to-day management to appropriate staff. S/he is responsible for hiring staff and making sure that program operations comply with applicable laws.

#### **C.7.1.2 Deputy Chief of Party/Operations Manager (Key Personnel)**

**Responsibilities:** The DCOP/Operations Manager oversees program implementation (reporting to the COP) and logistics for all components of the program. S/he acts as COP when the COP is in the field or otherwise absent. S/he may also be responsible for technical program development as appropriate. In coordination with the COP, s/he will oversee day-to-day management systems for grants program. S/he ensures that procurement procedures guarantee the best value for USAID and grantees.

S/he also leases the Contractor field office(s) and residential premises, and ensures these comply with applicable Embassy and other U.S. security regulations. S/he manages the day-to-day office operations to include petty cash and payment of rents, utilities, and other operational invoices. S/he purchases furniture and equipment, establishes and maintains administrative records, tracks non-expendable property, and arranges for in-country and international travel of contractors, including ensuring that USAID are notified of all planned travel and that requests for country clearances (for travel to the deep south) are processed in a timely manner.

#### **C.7.1.3 Regional Program Manager – Two Positions (Key Personnel)**

**Responsibilities:** The RPM has primary responsibility identifying grantees, assisting in the development of proposals for grants, and providing technical oversight for programmatic implementation. S/he will identify training requirements and opportunities, technical assistance requirements, sub-contracting mechanisms and service providers. The RPM shall also be a specialist in conflict/peacebuilding or civil society/governance and be able to develop critical relationships with Thai organizations, donors, and other stakeholders. Thai language proficiency should be balanced against the need for conflict/peacebuilding or civil society/governance expertise.

#### **C.7.1.4 Finance Officer (Key Personnel)**

**Responsibilities:** Manages and maintains accounting and finance records for grant in-kind, cash grants and direct reimbursement requirements. S/he will also account for and pay invoices for grant and non-grant related (sub-contracts, technical assistance) expenditures to include tracking monthly 'burn rates' for each. The Finance Officer will also track the transfer of funds between the headquarters office and field and provide day-to-day management of the systems for financial transactions into Thailand.

#### **C.7.2. Other Staff (Non-Key)**

In addition to those positions indicated below, the Contractor must employ additional personnel necessary to carry out grant development, issuance, assistance delivery, monitoring and evaluation and all associated operational support to ensure a successful program. Contractor local staff must be fluent in Thai and have experience with grants management. Some local staff must have language skills in Yawi/Pattani-Malay.

Below are listed illustrative positions that the Contractor could consider.

#### **C.7.2.1 Performance Based Management Systems Manager**

**Responsibilities:** Establishes and oversees grant receipt, review and approval process. S/he manages the PBMS, including maintenance, supervision of data entry, hardware and program upgrades, and web-based database submissions to USAID. The PBMS Manager ensures that the database complies with USAID's requirements and collaborates with USAID on customization and localization of the database. The PBMS Manager will be responsible for customizing database reports, GIS services, charts, and reviewing all database information for accuracy, consistency and completeness.

#### **C.7.2.2 Short and Long-Term Consultants**

The Contractor may be required to identify and arrange for short-term consultants of specific expertise to address discrete issues for program development and implementation (e.g., capacity building, training, organizational development, socio-political assessments, communications and information technology).

#### **C.7.2.3 Home Office Staff**

The Contractor must assign minimal yet sufficient home office staff and intermittent staff to meet overall program goals. The responsibilities of the home office staff include supporting the field. The Contractor must establish guidelines and systems that balance responsibilities between home and field offices to achieve an efficient and cost conscious operation.

### **C.9 CONTRACTOR PERFORMANCE MONITORING**

The Contractor's performance will be evaluated based on the completion of specific tasks as outlined in the contract, adherence to the work plan, and reports submitted to the COTR.

USAID will conduct a number of reviews and evaluations: management reviews, financial reviews, program performance reviews, annual contractor performance reports, and evaluations. The Contractor must cooperate with and contribute to these reviews and evaluations.

#### **Initial Management/Financial Reviews**

USAID reserves the right, and the Contractor must expect, and be prepared for, a management and/or financial audit by USAID/RDMA at any time to ensure systems (management, administration, finance, procurement, and program) are in place as per the contract. Such audit(s) will focus on program management and performance, including such factors as cost, timeliness, and accountability; and will include field and home office records pertaining to operations and program activities. The Contractor must cooperate with and contribute to a final management and financial review conducted by USAID/RDMA prior to program closeout.

#### **Contractor Performance Reports**

On an annual basis the COTR will complete a contractor performance report (CPR). Contractor evaluations will focus

specifically on the contractor's stated responsibilities and contractor-submitted work plans.

- End of Section C -

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

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

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

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

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

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

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

USAID's mandatory branding/marketing requirements are contained in ADS 320 as revised on January 8, 2007. The Contractor can review and download the regulations, guidance, and graphics at [www.usaid.gov/branding](http://www.usaid.gov/branding).

USAID is currently considering a blanket waiver for all USAID Branding and Marking requirements for organizations granted awards for this program for activities in Southern Thailand. If granted, Branding and Marking will not be required for activities described within this SOW that related to activities in Southern Thailand. Non-Southern Thailand related activities will require branding. USAID reserves the right to cancel or change the waiver at any time if the situation in Thailand changes. Accordingly, the Contractor must develop a broad Branding Implementation Plan (BIP) and Marking Plan (MP) to describe how the program deliverables for non-Southern Thailand related activities would be branded.

- End of Section D -

## SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

### E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at USAID in Bangkok, Thailand, or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The COTR listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

- End of Section E -

## SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

### F.2 PERIOD OF PERFORMANCE (CPFF)

a. The period of performance for this contract is for a base period of 3 years beginning on or about December 2009 to November 2012 or 36 months, and an option period of an additional 2 years if exercised.

### F.3 PERFORMANCE STANDARDS

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

### F.4 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Section C, the AIDAR clause 752.7026, Reports, and the targets indicated in Section C.IV and C.VI, the Contractor shall submit the following deliverables or outputs to the COTR specified in Section G in the form of written reports.

**1. Work Plans** – Consistent with Section C.6.3.1.28, the Contractor shall submit an initial 6-month work plan (revised) as a result of the first Strategic and Activity Planning/Team Building Session (see Section C.6.1.3.22) which is due 90 days from contract award. Subsequently, a second six-month work plan will be submitted to the COTR 180 days from contract award. Prior to submission of the second six-month work plan, the Contractor and COTR shall consult as to the feasibility of producing a 12-month work plan instead. Following the second work plan (whether 6 month or 12 month), work plans will be provided to the COTR on an annual basis not later than 30 days before the close of each preceding operating year. The Work Plan should address the following points in a coherent and concise presentation that can be reviewed quickly by USAID management: (a) the performance objectives or benchmarks for the period; (b) the expected activities to be undertaken to reach annual objectives; (c) how the annual objectives and activities contribute toward achieving contract objectives; (d) expected completion date of the activities; (e) cost estimates for each major category; and (f) critical assumptions or support needed from USAID, and other activity partners to accomplish the work. Work Plans will include a brief summary of the Contractor's operational and administrative requirements and plans. All Work Plans will include strategies to address gender-related issues. These Work Plans may be updated as necessary to reflect changes in strategies and/or activities and updates on performance targets. In subsequent years, the Work Plan will be due to the COTR not later than 30 days before the close of each preceding operating year.

**2. Monthly Report** - The Contractor must provide a concise monthly report on or before the last business day of each month following the issuance of this contract. This monthly report will be required for the first six months. After six months, the COTR will provide technical direction regarding the future frequency of such reports (which will not be more frequent than monthly). These reports must summarize the country situation; program highlights, achievements, and major activities; budget information (including amounts obligated, contractor funds obligated to program and grant activities, and funds disbursed); summary of grant implementation and appraisal; problems encountered and proposed remedial actions. The format will be determined in consultation with the COTR.

3. **Annual Report** - The Contractor must provide a concise annual report within 30 days of the end of each 12-month period following the issuance of this Contract. The report must include progress of major activities, problems encountered, and proposed remedial actions. This Annual Report may be submitted in lieu of the Monthly Report for months 12 and 24. The Final Report described below may be submitted in lieu of the Monthly Report for month 36. USAID will provide guidance and a format for this report during Phase 1 – Start-Up. The annual reports will cover the period of activities through August 31st of each year. Due to the time of start-up of the activity, the first annual report will most likely report on a period of less than 12 months but must cover activities through August 31, 20010.
4. **Final Report** - The Contractor must prepare a concise, final report within one month of the completion of this contract. This report will summarize the country situation; program highlights, achievements, and major activities; funds obligated and disbursed; summary of grant implementation and appraisal; problems encountered and how they were solved.
5. **Success Stories** - When appropriate, the Contractor must provide to USAID/RDMA with one-page summary accounts of notable activities, according to USAID guidelines<sup>1</sup>.
6. **Financial/Budget** - The Contractor must provide pipeline and financial reports to the COTR on a monthly basis; before each contract modification/incremental funding; accruals information no later than the 20<sup>th</sup> of March, June, September and December of each year, covering the periods through the end of the reporting quarter; and otherwise as required by the COTR.
7. **Foreign Assistance Reporting** - The Contractor must provide indicator and other information, as needed for reporting under the relevant foreign assistance objectives, areas and elements. USAID/RDMA will provide guidance to the Contractor on the selection of foreign assistance indicators, and the PBMS shall be used to record and track this data.
8. **Other USG Reporting** – Given the sensitive nature of this programming, other information and reporting about the program may be required on a periodic basis. The Contractor must respond to requests for information from USAID.
9. **Environmental Screening and Report Form (ESRF)** -- The Contractor must submit Environmental Screening and Report Form documentation and procedures, in accordance with the USAID/RDMA Environmental Officer-approved Initial Environmental Examination (IEE). The ESRF is to be approved by the appropriate Environmental Officer to ensure environmental compliance of all activities with 22 CFR Part 216. This can be included in every 3<sup>rd</sup> monthly report (i.e. quarterly).
10. **Oral Briefings for USG, donor agencies, or other organizations as requested by the COTR.** Given the sensitive nature of this programming, other information and reporting about the program may be required on a periodic basis. The Contractor must respond to requests for information from USAID

## F.5 LEVEL OF EFFORT

The level of effort for this requirement is as follows:

CATEGORY	WORKDAYS		
	Base Years	Option Years	TOTAL
Long Term Technical Assistance (Expatriate)	3,024.00	1,932.00	4,956.00
Long Term Technical Assistance (CCN)	7,602.00	5,061.00	12,663.00
Short Term Technical Assistance (Expat/CCN)	620.00	419.00	1,039.00
Home Office Support	1,018.00	508.00	1,526.00
<b>TOTAL</b>	<b>12,264.00</b>	<b>7,920.00</b>	<b>20,184.00</b>

Note: 1) Long Term CCN does not include non-professional support staff (e.g., office managers, administrative assistants, or drivers).

2) Short Term TA (Expat/CCN) should be distributed equally over the base years and option years, respectively.

<sup>1</sup> <http://www.usaid.gov/stories/guidelines.html>

The above chart defines the required level of effort to be delivered in the performance of Section C of this contract. Once the required level of effort has been provided, the contract will be completed; however, the Contractor can, with the written approval of the Contracting Officer, modify the contract by reallocating level of effort between labor categories in the base years and the option years (if exercised) as a matter within the general scope of the contract. If USAID exercises the option to extend the contract, some or all unused level of effort (if any) from the base years can be moved to the option years if approved by the Contracting Officer through contract modification. No reallocation of level of effort can result in an increase in the total estimated cost of the contract without the prior written approval of the Contracting Officer. No reallocation of level of effort authorizes the Contractor to exceed the obligated amount in the contract without the prior written approval of the Contracting Officer.

## **F.6 KEY PERSONNEL**

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

Title

Chief of Party  
Deputy Chief of Party  
Regional Program Managers (2 positions)  
Finance Officer

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

## **F.7 PLACE OF PERFORMANCE**

The place of performance of this contract is Thailand.

The Contractor must maintain a project office in Bangkok, Thailand to manage the activities under this contract.

Pending initial assessments of the requirements for civil society programming in the southern border provinces, the Contractor may be required to establish an office in Hat Yai (Songkhla Province) if directed by the COTR following mutual consultations (see Section C.5.3). The decision to establish such an office as well as determinations about its location will be made by USAID in consultation with the U.S. Embassy in Bangkok.

## **F.8 AUTHORIZED WORK DAY / WEEK**

The Contractor is authorized up to a six-day workweek for short-term consultants in the field with no premium pay.

- End of Section F -

**SECTION G - CONTRACT ADMINISTRATION DATA**

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

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

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

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

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

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

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

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

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

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

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

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

indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

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

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

The Administrative Contracting Office is:

<u>Local Address:</u> Regional Office of Procurement USAID Regional Development Mission/Asia 93/1 Wireless Road GPF Witthayu Tower A, 5th Floor Bangkok 10330 Thailand	or	<u>APO Address:</u> Regional Office of Procurement (ROP) USAID Box 47, Bangkok APO AP 96546 (USA)
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## **G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

3.1 The Contracting Officer's Technical Representative (otherwise referred to as "COTR") is responsible for providing technical direction to the contractor, as well as fulfilling those duties and responsibilities as specified below.

3.2 The USAID/RDMA COTR shall be designated by separate memorandum at the time of award, issued by the USAID/RDMA Regional Contracting Officer.

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

(a) Technical Directions is defined to include:

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

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

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

LIMITATIONS: The COTR is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The COTR may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual

agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

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

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

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

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

## **G.5 PAYING OFFICE**

The paying office is:

Office of Financial Management  
USAID Regional Development Mission Asia (RDMA)  
5<sup>th</sup> Floor GPF Witthayu Tower A  
Bangkok, Thailand 10330

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

To be determined.

- End of Section G -

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
	AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990

### H.2 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

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

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

(c) Restricted goods. The Contractor shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:

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

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the Contractor to refund the entire amount of the purchase.

### H.3 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

The Contractor agrees to provide the following information to the USAID Contracting Officer on or before the arrival in the host country of every employee or dependent under this contract or under any task order issued hereunder:

- (1) The individual's full name, home address, and telephone number.

(2) The name and number of the contract, and whether the individual is an employee or dependent.

(3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.

(4) The name, address, and telephone number(s) of each individual's next of kin.

(5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

#### **H.4 AIDAR 752.7005. SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)**

(a) Contract Reports and Information/Intellectual Products.

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

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

(b) Submission requirements.

(1) Distribution.

(i) At the same time submission is made to the COTR, the contractor shall submit, one copy each, of contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) through one of the following:

- Online: <http://dec.usaid.gov>
- By mail (for pouch delivery):

DEXS Document Submissions  
M/CIO/KM/DEC  
RRB M.01-010  
Washington, DC 20523-6100

For questions on DEC submissions, contact  
M/CIO/KM/DEC  
Telephone: +1 202-712-0579  
E-mail: DocSubmit@usaid.gov

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

(2) Format.

(i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and

associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

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

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

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

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

(A) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0.

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

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

## **H.5 INSURANCE AND SERVICES**

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Rutherford International, Inc.  
5500 Cherokee Avenue, Suite 300  
Alexandria, VA 22312

Points of Contact:  
Diane Proctor or Sue Somers  
(703) 813-6503

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

## **H.6. AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services (April 2006) (Pursuant to class deviation OAA-DEV-2006-1c)**

(a) Contractor must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) Exceptions.

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

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

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

## **H.7 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for this activity is 000.

## **H.8 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES**

Any equipment and/or information technology resources to be acquired shall be identified in the Offeror's proposal.

## **H.9 LOGISTIC SUPPORT**

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

## **H.10 LANGUAGE REQUIREMENTS**

Contractor personnel and/or consultants shall have English and other language proficiency to perform required technical services as required in this contract.

## **H.11 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT**

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

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

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

## **H.12 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)**

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

## **H.13 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)**

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

## **H.14 REPORTING OF FOREIGN TAXES (March 2006)**

a. The contractor must annually submit a report by April 16 of the next year.

b. Contents of Report. The report must contain:

(i) Contractor name.

(ii) Contact name with phone, fax and email.

(iii) Agreement number(s).

(iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

(v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for

Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

(vi) Any reimbursements received by the Recipient during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.

(vii) Report is required even if the recipient did not pay any taxes during the report period.

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

c. Definitions. For purposes of this clause:

(i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

(ii) "Commodity" means any material, article, supply, goods, or equipment.

(iii) "Foreign government" includes any foreign governmental entity.

(iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

d. Where. Submit the reports to the Controller of USAID Mission that issued the task order.

e. Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

#### **H.15 AIDAR 752.7007, PERSONNEL COMPENSATION**

(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(d) or 731.371(b), as applicable.

#### **H.16 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 (or a contractor employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAID/W contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the contractor to receive a building access ID, and before access will be granted to any of USAID's information systems. All contractors must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the contractor or completion of the contract, whichever occurs first.

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

This includes HSPD-12 procedures established in USAID/Washington as well as those procedures established by the overseas Regional Security Office. In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Contracting Officer. The contractor is required to include this clause in any subcontracts that require the subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID's information systems.

#### **H.17 SALARY SUPPLEMENTS FOR HG EMPLOYEES (OCT 1998)**

(a) Salary supplements are payments made that augment an employee's base salary or premiums, overtime, extra payments, incentive payment and allowances for which the HG employee would qualify under HG rules or practice for the performance of his/her regular duties or work performed during his/hers regular office hours. Per diem, invitational travel, honoraria and payment for work carried out outside of normal working hours are not considered to be salary supplements.

(b) Salary supplements to HG Employees are not allowable without the written approval of the Contracting Officer..

#### **H.18 USAID DISABILITY POLICY - (DEC 2004)**

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:

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

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

#### **H.19 ENVIRONMENTAL COMPLIANCE**

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

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

(c) No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau

Environmental Officer (BEO). (Hereinafter, such documents are described as “approved Regulation 216 environmental documentation.”)

- (d) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Cognizant Technical Officer and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.
- (e) If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.
- (f) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

- End of Section H -

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

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

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

NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
27.409A		
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	DEC 2008
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (2003)	JULY 2006
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	NOV 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-8	FIXED-FEE	MAR 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	APR 2008
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-1	BUY AMERICAN ACT--SUPPLIES	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-14	RIGHTS IN DATA – GENERAL	DEC 2007

52.228-03	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAR 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE I (JUN 2007)	JUN 2006
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.248-1	VALUE ENGINEERING ALTERNATE I (APR 1984)	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR Chapter 7

752.202-1	DEFINITIONS	
752.204-2	SECURITY REQUIREMENTS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.228-3	WORKER'S COMPENSATION INSURANCE (DBA)	
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	JUL 2007
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 2007
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993

752.7033  
752.7034  
752.7035

PHYSICAL FITNESS  
ACKNOWLEDGEMENT AND DISCLAIMER  
PUBLIC NOTICES

JUL 1997  
DEC 1991  
DEC 1991

### **I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of the Regional Contracting Officer, USAID RDM/A, Bangkok, and shall not be binding until so approved.

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

(a) Invoicing. (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30TH day after the designated billing office receives a proper payment request.

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

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

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

#### **I.4 FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000)**

(i) The Government may extend the term of this contract by written notice to the Contractor provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(iii) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years

#### **I.5 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**

Except for data contained on pages (n/a), it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in

Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated \_\_\_\_\_ upon which this contract is based.

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

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

(a) Invoice payments--

(1) Due date.

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

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

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

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

(2) Certain food products and other payments.

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

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

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

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

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

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

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

(i) Name and address of the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) Additional interest penalty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **I.7 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--

#### **I.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

#### **I.9 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)**

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

#### **I.10 PUBLICATIONS AND MEDIA RELEASES (JAN 2004)**

(a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this award, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows:

"This [publication, video or other information/media product (specify)] was made possible through support provided by the Office of \_\_\_\_\_, Bureau for \_\_\_\_\_, U.S. Agency for International Development, under the terms of Award No. \_\_\_\_\_. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

(b) Unless the recipient is instructed otherwise by the Cognizant Technical Officer, publications, videos or other information/media products funded under this award and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent appropriate location in videos or other

information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.

(c) The recipient shall provide the USAID Cognizant Technical Officer one copy of all published works developed under the award with lists of other written work produced under the award. In addition, the recipient shall submit one electronic (preferred) or one paper copy of final documents to USAID's Development Experience Clearinghouse (DEC) in to one of the following: (A) Via E-mail: [docssubmit@dec.cdie.org](mailto:docssubmit@dec.cdie.org) ; (B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA; (C) Via Fax: (301) 5887787; or (D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

(d) Electronic documents may be submitted on 3.5" diskettes or as e-mail attachments, and should consist of only one electronic file that comprises the complete and final equivalent of the paper copy; otherwise, a paper copy must be sent. Acceptable software formats for electronic documents include Microsoft Word, WordPerfect, Microsoft Excel and Portable Document Format (PDF).

(e) Each document submitted should include the following information: 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) date of publication; 6) software name and version (if electronic document is sent).

(f) In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost, as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the award unless the schedule of the award has identified the profits or royalties as program income.

(g) Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

#### **I.11 52.242-2 PRODUCTION PROGRESS REPORTS (Apr 1991)**

(a) The Contractor shall prepare and submit to the Contracting Officer the production progress reports specified in the contract Schedule.

(b) During any delay in furnishing a production progress report required under this contract, the Contracting Officer may withhold from payment an amount not exceeding \$25,000 or 5 percent of the amount of this contract, whichever is less.

#### **I.12 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (June 2008)**

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

(b) Prohibition on Abortion-Related Activities.

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

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

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

- End of Section I -

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

**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
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**ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS**

**ATTACHMENT 2 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET**

A hard copy is attached at the end of this document; however for an electronic version, please locate the form at [http://www.usaid.gov/procurement\\_bus\\_opp/procurement/forms/](http://www.usaid.gov/procurement_bus_opp/procurement/forms/)

**ATTACHMENT 3 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES**

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

- End of Section J -

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

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

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

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	(AUG 2003)

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

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541990 (all other professional, scientific and technical services).

(2) The small business size standard is \$6.5 million.

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

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

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

(i) Paragraph (c) applies.

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

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

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

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

**K.3 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)**

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

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

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

**I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

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

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

Date of Disclosure Statement:

---

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

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

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

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

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

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror 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.4 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.5 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.6 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_

(f) Common parent.

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

Name \_\_\_\_\_  
 TIN \_\_\_\_\_

**K.7 52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]--

None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

**K.8 SIGNATURE**

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

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

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

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

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

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

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

-End of Section K –

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

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

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

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

(a) Definitions. As used in this provision-

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

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

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

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

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

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

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

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and

- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
  - (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
    - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
    - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
    - (3) It is the only proposal received.
 (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
  - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
  - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
  - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]"; and,

(2) Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

(f) Contract award.

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

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

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

(4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

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

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

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

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

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

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

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the debriefed Offeror.
- (iii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.

- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

**L.3 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)**

(a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the Offeror. Contractors located within the United States can obtain their DUNS number (at no charge) by calling Dun and Bradstreet (D&B) at 1-866-705-5711 or via the internet at <http://www.dnb.com>. For contractors located outside of the United States, D&B has Information Service offices worldwide. To obtain the location and contact information of the local D&B office, those contractors can also visit <http://www.dnb.com>.

The Offeror must be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

**L.4 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates a single award of a cost-reimbursement, term-type (level of effort), cost plus fixed fee contract resulting from this solicitation.

**L.5 52.233-2 SERVICE OF PROTEST (SEP 2006)**

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

Hand-Carried Address:

Regional Contracting Officer, USAID, Fifth Floor GPF Witthayu Tower A, 93/1 Wireless Road, Bangkok 10330, Thailand.

Mailing Address:

Regional Contracting Officer, USAID Box 47, APO AP 96546, USA.

FAX copy:

GC/LE, Fax Number 202-216-3050

(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.6 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

## L.7 GENERAL INSTRUCTIONS TO OFFERORS

### L.7.1 FORMAT, DELIVERY AND GOVERNMENT OBLIGATION

(a) The Offeror must submit its proposal no later than the time and date noted in Block 9 of SF 33 to the Regional Office of Procurement, USAID/Regional Development Mission Asia, GPF Witthayu Tower A, 5<sup>th</sup> Floor, 93/1 Wireless Road, Bangkok, Thailand, 10330, either:

(i) via regular mail, sending **one (1) original and five (5) paper copies of a technical proposal and one (1) original and one (1) copy of a cost proposal**, however the issuing office generally receives regular international mail only once a week. The written technical and cost proposals must be accompanied by a CD-ROM with electronic copies of both proposals. While Microsoft Word and Excel are the preferred formats, PDF files are also acceptable. Please note, however, that any budgets submitted in PDF format **must** also be included in Excel format on the CD with formulas shown. All electronic files must be "unlocked". All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer; or

(ii) hand delivery (including commercial courier) of **one (1) original and five (5) paper copies of a technical proposal and one (1) original and one (1) copy of a cost proposal** to the issuing office. The written technical and cost proposals must be accompanied by a CD-ROM with electronic copies of both proposals. While Microsoft Word and Excel are the preferred formats, PDF files are also acceptable. Please note, however, that any budgets submitted in PDF format **must** also be included in Excel format on the CD with formulas shown. All electronic files must be "unlocked".

(ii) Regardless of the method used the Technical Proposal and Cost Proposal must be kept separate from each other and placed in sealed envelopes clearly marked on the outside with the following information:

**Request for Proposals (RFP) No. 486-09-028:  
Supporting Citizen Engagement and Peace Building in Thailand**

Technical Proposals should not make reference to pricing data in order that the technical evaluation may be made primarily on the basis of technical merit.

#### (b) Submission of Alternate Proposals

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

#### (c) Government Obligation

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

(d) The desire of the Government in this procurement is that qualified firms and organizations shall compete fairly against each other for this work. On the other hand, appropriate subcontracts and joint ventures may be reasonable and justified. In order to ensure that large individual subcontracts (defined herein as those which individually exceed 20% of the dollar value of the total contract for the base period) are justified under this contract, any Offeror which utilizes large subcontracts (as defined above), or subcontracts of any size totaling more than 20% of the total value of this contract, shall submit a written memorandum with its cost proposal explaining the reason for such subcontracts, the specific

activities to be performed by such subcontractors, and the cost rationale, including the impact on fee and overhead, for utilizing subcontractors to perform the services, instead of performing the work itself.

(e) USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the Offeror's financial condition, business and personnel procedures, etc.; and (3) site visits to the Offeror's offices. However, USAID is under no obligation to perform any of the forgoing activities. Accordingly, Offerors should submit their best proposal initially.

(f) If two or more parties have formed a partnership or joint venture (see FAR 9.6) for purposes of submitting a proposal under this RFP as a single entity, such proposal will be considered, provided: The corporate charter, by laws and/or joint venture or partnership agreement are submitted with the proposal, and provided that the contractor team arrangements are identified, company relationships are fully disclosed, the respective responsibilities, including identification of the firm which will have responsibility for negotiation of the contract, method of work, expense and overhead allocation and profit or fee are expressly stipulated, and provided further, that the principals to the joint venture agreement agree to be jointly and severally liable for the acts or omission of the other. Moreover, a written memorandum shall be submitted explaining why the joint venture makes sense in the performance of this contract, in terms of skills each joint venture brings to the activity and the cost involved, including fee and overhead. Documentation required by this subsection shall be included in an Offeror's cost proposal.

(g) Nationality of Offeror: U.S. Nationality is required to receive the prime contract under this RFP. See Certification at Section K. The required nationality of subcontractors shall be governed under the terms of the contract (See Section H).

(h) In case of any disagreements or discrepancies between the terms and conditions of this RFP and the FAR, the RFP shall prevail.

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

(j) This request for proposals is written in the Uniform Contract Format described in Federal Acquisition Regulation (FAR) section 15.406. Offerors are encouraged to familiarize themselves with the Uniform Contract Format. This will facilitate their understanding of the terms and conditions of this solicitation, the instructions which follow, and the source selection process.

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

### **L.8.1. Proposal Format**

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

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

(c) Detailed information must be presented only when required by specific RFP instructions. **Technical proposals are limited to 30 pages** and must be written in English and typed on standard 8½" x 11" paper (210 mm by 297mm paper), single spaced (with no greater than six lines per inch), in Times New Roman 11-point size font (or equivalent sized font as measured by characters per inch), with page margins no smaller than one-half inch, and with each page numbered consecutively. Promotional literature and materials regarding the Offeror must not be submitted as part of the annexes. All other items are included in the above page limitation. Information submitted over 30 pages will not be evaluated. The following items are not subject to the page limitation and will not be counted (a page in the technical proposal, which contains a table, chart, graph, etc., not otherwise excluded below, is subject to the "page" limitation):

- Cover page;
- Table of contents;
- Dividers;

- Table summarizing qualifications, skills and capabilities of proposed personnel (key personnel and notional non-key personnel);
- Appendix attachments which contain biographical information (i.e. resumes and other documentation provided by the Offeror) for proposed candidates;
- Monitoring and Evaluation plan;
- Contractor/major subcontractor Past Performance Listing;
- Draft PBMS with screenshots;
- Project Cycle Flowchart;
- Charts providing information on management structure, matrixes demonstrating staff skills, organizational chart(s), and screen shots of the proposed PBMS;
- Curricula Vitae (CVs), letters of commitment (for COP), and letters of availability for other key personnel (who must not be required to sign with the Offeror on an exclusive basis), and references

Please number pages as “1 of 30, 2 of 30, 2a of 30, 2b of 30, 3 of 30” et cetera where a page number combined with a letter indicates a page that is excepted from the 30 page limitation. Annexes can be numbered separately and should be numbered as “Annex 1: 1 of X, Annex 1: 2 of X”, et cetera.”

## **L.8.2. Proposal Structure and Content**

Offerors must organize the technical proposal to follow the information set forth below.

There is no preference to use the program title given in this RFP. Offerors are encouraged to develop their own specific program title as part of their offer. However, use of the successful offeror’s proposed title or an alternate title is solely at USAID’s discretion.

The technical proposal must be keyed to the technical evaluation criteria outlined below, and contain only the requested information. The technical proposal must be organized according to the following criteria and presented in this order for ease of reviewing by the Technical Evaluation Committee.

**(1) Executive Summary.** This section will describe the basic elements of the Offeror’s approach, methodology and implementation plan.

### **(2) Technical Approach and Understanding [See Section M.2.1]**

Offerors are encouraged to propose innovative and creative approaches in order to best achieve the expected outcomes of the program.

This program will work both within a current conflict-affected area of Thailand (the three southern border provinces) and within a dynamic national political environment. Therefore it is difficult, if not impossible, to develop a comprehensive three-year workplan as part of the proposal. A three-year work plan is not required and should not be submitted. Offerors must provide information regarding strategic approaches toward meeting the goals of the program as outlined in this RFP.

This section must include:

#### **(2.A) Understanding of Program Goals and Operating Environment**

Explain how the Offeror would develop a creative, innovative approach to achieve the expected outcomes and deliverables, including:

- Understanding of the main challenges (a) faced in Thailand’s deep south, (b) Thailand’s independent agencies, and (c) Thai civil society nationally;
- Identification of opportunities of the proposed work;
- Understanding and articulation of particular security and administrative arrangements of operating in the conflict area of Thailand’s deep south;
- Understanding, commitment, and readiness for quick and flexible response to changing the scale of activities and implementing the small grants – both in-kind and cash grants – as well as technical assistance that will be required under the Contract; and
- Understanding of the partner relationship that the implementing contractor must establish and maintain with the USAID in implementing the program described in the Statement of Work.

## **(2.B) Organizational Systems and Management, Services and Outputs**

Provide clear, concise management processes and staffing structures that will convincingly demonstrate how the Offeror will effectively implement the contract and subsequently the achievement of the expected outcomes of this program and USAID requirements.

Explain how the Offeror proposes to maintain its own readiness to respond to changing circumstances in Thailand or changing program requirements, including:

**Proposed management processes** describing: 1) the procedures to ensure cost and quality controls; 2) grantee accountability 3) data/information management and information security; and 4) management with respect to program activity implementation, monitoring and evaluation. Management of sub-contractors (if applicable) shall also be described. The management plans must include the proposed lines of reporting, authority, and communication between headquarters, the Thailand-based team, as well as between the Offeror and USAID/RDMA and the COTR.

**Proposed Performance Based Management System (PBMS) and GIS** to include description of how the system will meet requirements as outlined in Section C.6.3.1.21 and how GIS functionality will be integrated into the system. The Offeror must discuss how it will ensure a field-based GIS capability to (a) map data sets as a tool for project site identification and assessments, and (b) provide GIS data as requested by USAID. Must include draft fields and screenshots.

**Proposed financial management and accountability framework** that draws upon, where possible, experience from similar small-grants programs, including in conflict contexts. This financial framework must address proposed methods for financial management systems, financial reporting, cash grant management, in-kind procurement management, accountability and procurements in conflict-affected settings. The framework should also address the Offeror's views of potential challenges and proposed procedures to mitigate risks that may arise within the context of the conflict in the deep south.

**Illustrative Grant Cycle** that demonstrates the Offeror's understanding of an in-kind and cash grants activity cycle for the program, including but not limited to grant development, staff responsibilities, monitoring, and procurement. **NOTE: Offerors are requested to submit, if available, their most relevant existing Grants Handbook from a similar activity with their proposal. Offerors are instructed NOT to revise any existing Grants Handbooks to fit the Thai context at this time.**

**Discussion on illustrative technical assistance** that may be provided in support of the objectives described in Section C. The discussion should present illustrative training approaches that the Offerors would consider during the implementation phase together with a discussion on how technical assistance opportunities would be (a) identified, (b) delivered (i.e. via grants, sub-contracts, consultants), (c) determination made regarding delivery vehicle, and (d) evaluation of impact of technical assistance.

## **(2.C) Gender, Diversity and Anti-Corruption Considerations**

Explain the approach the Offeror will take to integrating gender and diversity considerations and anti-corruption policies and practices into its own 'corporate' policies (or principles) and its partners' programmatic activities. Offerors are encouraged to submit a draft gender strategy as an annex, and should include draft indicators for gender in their draft PBMS. Offeror is also requested to demonstrate how diversity has been incorporated into the proposed staffing plan and how recruitment of staff working on the southern conflict will reflect the diversity of that area of Thailand. Please note that USAID prefers not to rely on a "gender or diversity officer" as the core of a gender strategy. Rather, the Offeror must demonstrate the ability to mainstream gender and diversity considerations, including training for staff members on implementing gender and diversity sensitivity and awareness into both the project team and the project programming.

## **(3) Staffing Pattern and Personnel Capability [See Section M.2.2]**

### **(3.A) Staffing Pattern and Non-Key Personnel**

The Contractor must hire sufficient numbers of each non-key personnel position to meet overall program goals, but within program budget limitations. The people working on a grants and technical assistance program, especially in conflict-affected areas, are major determinants of whether the program succeeds or fails. The Contractor must take into

consideration that the keys to success for such a program are systems, management, and logistical/procurement operations. Therefore, the Contractor must strike an appropriate balance between three important elements: (a) the number of personnel dedicated to the project (especially grants, procurement, financial, and technical specialists); (b) the ratio of program to operational costs; and (c) the need to expand or activate options as needed. [See Section C.7]

The Offeror must propose a staffing pattern that will ensure maximum effectiveness in implementing the technical approach and achieving the expected program results. The proposed staffing structure, including proposed roles, responsibilities, and lines of reporting and communication of the key personnel, field-based non-key personnel, sub-contractors (if applicable), and home office support personnel must meet program expectations and scale, as well as maintain accountability for programming.

The Offeror must explain how the staffing pattern will fulfill the programmatic and operational requirements of the contract, including program development, awards management, technical assistance, procurement, financial oversight, anti-corruption measures, and program administration. The proposal must explain how additional staff would be fielded and deployed in the event of serious political changes that could place further demands on the program. A draft field staffing plan, as well as a notional addressing programmatic and operation requirements, must be submitted. The proposal must describe how the Offeror would manage increasing or decreasing staffing requirements in compliance with all relevant local laws and regulations.

To further illustrate the proposed staffing pattern, the Offeror may submit CVs for notional non-key personnel to demonstrate skills, experience and capabilities they would seek in filling these positions.

CVs submitted shall indicate the relationship between the Offeror and the proposed person (e.g. full-time, part-time, permanent, consultant, subcontractor, etc.), including the person's employer. Offerors must require exclusive commitments from the proposed COP. Offerors must not require exclusive commitments from any other proposed key or non-key personnel. The Offeror must provide letters of availability from the other key personnel other than the COP.

Regarding Curricula Vitae (CVs), letters of commitment, and references:

- CVs must not exceed **four** pages in length and shall be in chronological order starting with most recent experience.
- The Offeror must include a CV for all key personnel.
- The Offeror may also include CVs for non-key personnel to demonstrate skill sets proposed for staff positions (these CVs will not be evaluated on an individual basis but will be included in the staffing pattern portion of the evaluation).

### ***(3.B) Key Personnel***

#### **Chief of Party (COP) Key Personnel**

The Offeror must:

- Identify one candidate for the Chief of Party position (see Section C.7.1.1).
- **Qualifications:** The COP must have relevant work experience, including experience with a contractor or international NGO managing an office or program. Experience supervising complex and challenging field operations in closed societies and/or fragile, transitional or developing countries is required. The candidate will also possess the following demonstrated experience: a minimum of five years of previous or current grant management, preferably in-kind and small grants; activity, design, development and implementation; establishing systems and overseeing program start-up under limited time constraints as well as program close-out; overseeing multiple program areas simultaneously; hiring, training and supervision of local personnel; financial management including budgeting; tracking, reporting and accounting of finances and procurement.
- Provide a description of this candidate. The description shall include: capabilities; relevance and suitability to the program; how they will be balanced with and complement each other; their ability to manage a range of relationships; and how strengths and weaknesses will balance or complement each other.
- Provide a description of how the COP and DCOP/Operations Manager will be managed and how they in turn will manage staff and relationships, including relationships with USAID, Home Office(s), and sub-contractors (if applicable).
- Provide a signed commitment letter for the candidate proposed for COP indicating (1) availability to serve in the stated position; (2) the date or number of days from notification of award of the contract the candidate will begin serving in the position; (3) the intended term of service; and (4) agreement to the compensation levels

as set forth in the cost proposal. The candidates must be available to attend the startup conference, and to start work in Thailand within 30 days of award notification.

- Provide a complete and current CV for the candidate detailing the candidate's qualifications for the position proposed.
- Provide at least three (3) references for the COP candidate. References shall include the name, email address, phone number, current place of employment, organization where the referee worked with the candidate, and dates when the reference and candidate worked together. No references shall be from an individual in the Offeror's organization (or proposed sub-contractor, if applicable).

### **Deputy Chief of Party (DCOP)/Operations Manager Key Personnel**

The Offeror must:

- Identify one candidate for the Deputy Chief of Party/Operations Manager position (see Section C.7.1.2).
- **Qualifications:** The DCOP/Operations Manager must have relevant work experience, including experience with a contractor or international NGO managing an office or program. Experience supervising complex and challenging field operations in closed societies and/or fragile, transitional or developing countries is required. S/he must have significant management experience in a developing country context. S/he must have a direct knowledge of logistics, and procurement procedures. Because project commodities may vary by grant, s/he must have demonstrated the ability to solve difficult procurement problems and issues. S/he must be familiar with commodity management tracking systems. The candidate should be fluent in the Contractor's and USAID's policies and procedures in regards to financial management, financial reporting, procurement processes, systems, and grants management. S/he must also have experience in program development in non-permissive, security-challenged environments. The candidate will also possess the following demonstrated experience: a minimum of five years of previous or current grant management, preferably in-kind and small grants; activity, design, development and implementation; overseeing multiple program areas simultaneously; hiring, training and supervision of local personnel; financial management including budgeting; tracking, reporting and accounting of finances and procurement.
- Provide a description of this candidate. The description shall include: capabilities; relevance and suitability to the program; how they will be balanced with and complement each other; their ability to manage a range of relationships; and how strengths and weaknesses will balance or complement each other.
- Provide a description of how the COP and DCOP/Operations Manager will be managed and how they in turn will manage staff and relationships, including relationships with USAID, Home Office(s), and sub-contractors (if applicable).
- Provide a signed letter of availability (non-exclusive) for the candidate proposed for DCOP/Operations Manager indicating (1) availability to serve in the stated position; (2) the date or number of days from notification of award of the contract the candidate will begin serving in the position; (3) the intended term of service; and (4) agreement to the compensation levels as set forth in the cost proposal. The candidates must be available to attend the startup conference, and to start work in Thailand within 30 days of award notification.
- Provide a complete and current CV for the candidate detailing the candidate's qualifications for the position proposed.
- Provide at least three (3) references for the DCOP candidate. References shall include the name, email address, phone number, current place of employment, organization where the referee worked with the candidate, and dates when the reference and candidate worked together. No references shall be from an individual in the Offeror's organization (or proposed sub-contractor, if applicable).

### **Regional Program Managers**

The Offeror must:

- Identify at least two candidates for the Regional Program Manager positions (see Section C.7.1.3).
- **Qualifications:** The RPMs must have relevant work experience, including experience with a contractor or international NGO. Experience in complex and challenging field operations in closed societies and/or fragile, transitional or developing countries is required. S/he must have significant management experience in a developing country context. At least one regional program manager must have professional experience in conflict mitigation and peacebuilding and civil society work. The second regional program manager must possess experience in governance and civil society-related work. Familiarity with grants under contract mechanisms, professional experience in Southeast Asia, and Thai/Malay language ability are not required but will be regarded favorably. S/he must also have experience in grants/activity development in security-challenged environments. The candidate will also possess the following demonstrated experience: a

minimum of five years of professional experience in a developing country of which at least 2 years should encompass working with local partners to develop grants (including in-kind preferably); activity, design, development and implementation; overseeing multiple program areas simultaneously;

- Provide a description of these candidates. The description shall include: capabilities; relevance and suitability to the program; how they will be balanced with and complement each other; their ability to manage a range of relationships; and how strengths and weaknesses will balance or complement each other.
- Provide a description of how the RPMs will be managed and how they in turn will relate to other staff and relationships, including relationships with USAID, Home Office(s), and sub-contractors (if applicable).
- Provide a signed letter of availability (non-exclusive) letter shall be provided for the candidates proposed for RPMs indicating (1) availability to serve in the stated position; (2) the date or number of days from notification of award of the contract the candidate will begin serving in the position; (3) the intended term of service; and (4) agreement to the compensation levels as set forth in the cost proposal. The candidates must be available to attend the startup conference, and to start work in Thailand within 30 days of award notification.
- Provide complete and current CVs for the candidates detailing the candidates' qualifications for the positions proposed.
- Provide at least three (3) references for the RPM candidate. References shall include the name, email address, phone number, current place of employment, organization where the referee worked with the candidate, and dates when the reference and candidate worked together. No references shall be from an individual in the Offeror's organization (or proposed sub-contractor, if applicable).

### **Finance Officer**

The Offeror must:

- Identify a candidate for the Finance Officer position (see Section C.7.2.1).
- **Qualifications:** Manages and maintains accounting and finance records for grant in-kind, cash grants and direct reimbursement requirements. S/he will also account for and pay invoices for grant and non-grant related expenditures to include tracking monthly 'burn rates' for each. The Finance Officer will also track the transfer of funds between the headquarters office and field and provide day-to-day management of the systems for financial transactions in Thailand. The candidate will also possess the following demonstrated experience: a minimum of five years experience in accounting and finance activities, ideally with a contractor or NGO working on development programming but private sector experience is also acceptable. Mandatory knowledge and proven capability with relevant software packages, including Microsoft Office (including excel). The ideal candidate will have experience managing finances and financial transactions on programs subject to sanctions or special statutory or regulatory requirements.
- Provide a description of this candidate. The description shall include: capabilities; relevance and suitability to the program; how they will be balanced with and complement each other; their ability to manage a range of relationships; and how strengths and weaknesses will balance or complement each other.
- Provide a description of how the Finance Officer will be managed and how they in turn will relate to other staff and relationships, including relationships with USAID, Home Office(s), and sub-contractors (if applicable).
- Provide a signed letter of availability (non-exclusive) letter shall for the candidate proposed for Finance Officer indicating (1) availability to serve in the stated position; (2) the date or number of days from notification of award of the contract the candidate will begin serving in the position; (3) the intended term of service; and (4) agreement to the compensation levels as set forth in the cost proposal. The candidates must be available to attend the startup conference, and to start work in Thailand within 30 days of award notification.
- Provide a complete and current CV for the candidate detailing the candidate's qualifications for the position proposed.
- Provide at least three (3) references for the COP candidate. References shall include the name, email address, phone number, current place of employment, organization where the referee worked with the candidate, and dates when the reference and candidate worked together. No references shall be from an individual in the Offeror's organization (or proposed sub-contractor, if applicable).

### **(4) Response to Case Studies [See Section M.2.3]**

The Offerors must illustrate their capabilities for such a program through their response to the following case studies. The written responses to each case study must be concise (no more than 5 pages total), and must reflect relationships with the USAID/RDMA and the local partners as well as the operational environment in the deep south.

The case studies are as follows:

*(A) Program Approach for Peacebuilding in the Deep South*

You are the Implementing Partner for this program.

An important objective of this program is to support civil peace-building efforts, expanding constituencies for peace (at the local, national and elite levels) and diminishing the potential for radicalization and escalation of violent conflict in southern Thailand. What mechanisms and processes would you use to identify the key stakeholders or groups? How would you pursue the development of civic and academic networks, and strengthened local capacity for conflict resolution? How would concerns over sensitivities of USG involvement be mitigated?

*(B) Program Approach for addressing Civil Society and Independent Agencies*

You are the Implementing Partner for this program.

Two important objectives of this program are to (a) enhance capacities of key independent agencies to provide effective government oversight, and (b) strengthen civil society and media's ability to serve as checks and balances for political processes and public policy. What approach(es) would you use to identify areas of interface between civil society and key independent agencies? How would you effectively approach these institutions (independent agencies, civil society, media) and gauge interest in collaborative approaches to building capacity? What innovative approaches would you employ to provide technical assistance and training cooperation through Thai counterparts or service providing NGOs? What role, if any, would support for advocacy organizations and research institutes play in advancing the goal of achieving greater public participation through civil society and increased capability of independent agencies to achieve their constitutionally mandated roles through engagement with citizens and civil society?

**(5) Contractor Past Performance Information [See Section M.2.4]**

The Offeror must provide performance information for itself and each major subcontractor (one whose proposed cost exceeds 25 percent of the Offeror's total proposed cost) in accordance with the following:

1. List in an annex to the technical proposal up to **five (5)** of the most recent and relevant contracts for efforts similar to the work in the subject proposal. The most relevant indicators of performance are contracts of similar scope, complexity and cost, and the currency of performance.

2. Provide for each of the contracts listed above a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, and a description of the performance to include:

- Scope of work or complexity/diversity of tasks,
- Primary location(s) of work,
- Term of performance,
- Skills/expertise required,
- Dollar value, and
- 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).

3. If extraordinary problems impacted any of the referenced contracts, the offeror may provide a short explanation and the corrective action taken (see FAR 15.305(a)(2)).

4. 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.

5. Performance in Using Small Business (SB) Concerns (as defined in FAR 19.001).

a. This section (f) is not applicable to offers from small business concerns.

b. As part of the evaluation of performance in Section M.1.(D) 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).

c. 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:

(A) 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.

(B) To supplement the narrative summary in (A), provide with your summary a copy of the most recent SF 294 "Subcontracting Report for Individual Contracts" for each contract against which you were required to report for the past 5 years.

d. 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 the contact person, his/her title, phone number, and e-mail address for each.

#### **(6) Corporate Experience and Capability [See Section M.2.5]**

a. Discuss the experience of the Offeror and any proposed subcontractors to carry out the work described in Section C, including ability to manage complex projects and to perform effectively working with different client and interest groups toward shared and complementary objectives,

b. Describe the Offeror's ability to assemble technical assistance teams (including subcontractors), retain key personnel, place them in the field in a timely manner, and provide them with all necessary support.

c. Describe the Offeror's general management structure. Describe the roles and responsibilities of home office management staff and the Offeror's contract manager in the field, their assigned management and decision-making rules, and the relationship the Offeror will have with expected subcontractors.

#### **L.8.3. USAID Branding Strategy:**

An offeror shall prepare and submit with the technical proposal, a Branding Implementation Plan and Marking Plan to implement the USAID Branding Strategy described below. The Offeror's branding implementation plan and marking plan shall be an attachment to its technical proposal and does not count in the 30-page limitation.

**Program Name:** (Final Project Name to Be Determined by USAID)

#### **How the USAID logo will be positioned on materials and communications:**

All USAID logos on materials and communications produced under this task order will be positioned in accordance with the standardized USAID regulations on branding. In cases when the activity is jointly sponsored with other US Government (USG) and non-USG entities, the names and/or logos of these entities will be mentioned in the branding, with an equal level of prominence to the USAID logo.

#### **Desired level of visibility:**

All branding must comply with the standardized USAID regulations on branding. All branding for USAID, its partners, and other USG and non-USG entities engaged in a specific activity implemented under this task order, must have equal representation on all public or internal documentation, publications, advertising, presentations, brochures, etc.

#### **Other organizations to be acknowledged:**

When activities occur in coordination with other USG or non-USG partners, acknowledgement of the contribution and efforts of these organizations will be included in any relevant public or internal documentation, publications, advertising, presentations, brochures, etc.

A. Branding Implementation Plans must specifically 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 in the host-country 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, PSAs, Videos, and Webcasts, e-invitations, or other e-mails sent to group lists, such as participants for a training session blast e-mails or other Internet activities, etc.
3. The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people, or an explanation if this is not appropriate or possible. Such milestones may be linked to specific points in time, such as the beginning or end of a program, or to an opportunity to showcase publications or other materials, research findings, or program success. These include, but are not limited to, the following: Launching the program, Announcing research findings, Publishing reports or studies, Spotting trends, Highlighting success stories, Featuring beneficiaries as spokespeople, Showcasing before-and-after photographs, Marketing agricultural products or locally-produced crafts or goods, Securing endorsements from ministry or local organizations, Promoting final or interim reports, and Communicating program impact/overall results.

B. The Marking Plan shall enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with the USAID Identity. USAID's policy is that programs, projects, activities, public communications, or commodities implemented or delivered under contracts and subcontracts exclusively funded by USAID are marked exclusively with the USAID Identity. Where applicable, a host-country symbol or ministry logo, or another U.S. Government logo may be added."

**L.9. INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL**

**L.9.1 Submission Instructions**

Offerors must submit a Cost Proposal which will be analyzed as part of the overall evaluation as indicated in Section M. The Offeror's Cost Proposal must at a minimum include the following information and be organized in the manner described below.

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

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

(b) Part 2 - Proposed Costs/Prices

For evaluation purposes, Offerors must provide a detailed cost-plus-fixed fee (CPFF) budget and supporting information in sufficient detail to allow a complete analysis of cost. **A CPFF, term-type of contract is contemplated.** Offerors must propose costs that they believe are realistic and reasonable for the work in accordance with their respective technical proposals.

i. The level of effort for this requirement is as follows:

CATEGORY	WORKDAYS		
	Base Years	Option Years	TOTAL
Long Term Technical Assistance (Expatriate)	3,024.00	1,932.00	4,956.00
Long Term Technical Assistance (CCN)	7,602.00	5,061.00	12,663.00
Short Term Technical Assistance (Expat/CCN)	620.00	419.00	1,039.00
Home Office Support	1,018.00	508.00	1,526.00
<b>TOTAL</b>	<b>12,264.00</b>	<b>7,920.00</b>	<b>20,184.00</b>

Note: 1) Long Term CCN does not include non-professional support staff (e.g., office managers, administrative assistants, or drivers).

2) Short Term TA (Expat/CCN) should be distributed equally over the base years and option years, respectively.

ii. The following standard cost elements must be included in the submission when applicable. Individual subcontractors should include the same cost element breakdowns in their budgets as applicable.

(a) Base Contract Period (Years 1 – 3)

	Year 1	Year 2	Year 3	Total
<b>I. Operations Costs</b>				
Salaries and Wages				
- Field Office Staff – Bangkok				
- Home Office Staff				
Fringe Benefits				
Consultants				
Travel and Transportation	\$200,000	\$200,000	\$200,000	\$600,000
Allowances				
Procurement and Capital Expenses				
Other Direct Costs				
Indirect Costs				
<b>II. Grants Program Costs</b>	\$1,550,000	\$4,650,000	\$4,650,000	\$10,850,000
<b>Total Estimated Cost</b>				
<b>Fixed Fees</b>				
<b>TOTAL Estimated Cost Plus Fixed Fee</b>				

(b) Option Contract Period (Years 4-5)

	Year 4	Year 5	Total
<b>I. Operations Costs</b>			
Salaries and Wages			
- Field Office Staff – Bangkok			
- Home Office Staff			
Fringe Benefits			
Consultants			
Travel and Transportation	\$200,000	\$200,000	\$800,000
Allowances			
Procurement and Capital Expenses			
Other Direct Costs			
Indirect Costs			
<b>II. Grants Program Costs</b>	\$3,100,000	\$1,550,000	\$4,650,000
<b>Total Estimated Cost</b>			
<b>Fixed Fees</b>			
<b>TOTAL Estimated Cost Plus Fixed Fee</b>			

(c) Summary (All Years)

	Base Contract Period	Option Contract Period	Total
<b>I. Operations Costs</b>			
Salaries and Wages			
- Field Office Staff – Bangkok			
- Home Office Staff			
Fringe Benefits			
Consultants			
Travel and Transportation	\$600,000	\$400,000	\$1,000,000
Allowances			
Procurement and Capital Expenses			
Other Direct Costs			
Indirect Costs			
<b>II. Grants Program Costs</b>	\$10,850,000	\$4,650,000	\$15,500,000
<b>Total Estimated Cost</b>			
<b>Fixed Fees</b>			
<b>TOTAL Estimated Cost Plus Fixed Fee</b>			

For local staff hired in Thailand, the following salary ranges should be used as a guideline:

- Support Staff: \$4,487-\$9,072 per year
- Administrative Staff: \$6,411-\$12,828 per year
- Junior-Level Technical Staff: \$9,464-\$24,527 per year
- Mid-Level Technical Staff: \$16,787-\$38,876 per year
- Senior-Level Technical Staff: \$34,425-\$73,559 per year

No salary may exceed the maximum for the given category.

(d) In addition, each Offeror must provide a budget for each illustrative Contract Line Item Number (CLIN) listed below. CLINS are aggregates of costs for the identified objective/component, and are developed by the contractor in its original proposal and/or final proposal revisions. Please note that the number of rows in the table below, or the illustrative CLINs, does not necessarily reflect USAID's expectations regarding the identity and/or number of CLINs that may be appropriate.

CLIN	DESCRIPTION	BASE YEARS	OPTION YEARS	TOTAL
001	Obj. 1: Independent Agencies			
002	Obj. 2 Civil Society Strengthening			
003	Obj.3 Peace Building in the Deep South			
	Total			

Offerors must include a complete breakdown of the cost elements associated with each line item (i.e., Detailed costs associated with the activity, output or result such as salaries, indirect costs, travel, equipment, and fee, shall be provided in the proposal for evaluation purposes) and those cost associated with any proposed subcontract, plus a description as to the basis of estimated costs in the cost proposal. Offerors must describe the rationale for the proposed fee.

- iii. AID Form 1420-17 - Contractor Employee Biographical Data Sheets (Attachment J-10) for all proposed candidates, supporting the proposed unburdened daily rate for each proposed candidate. This information will be considered as part of the Government's cost realism analysis.
- iv. Additional supporting budget documentation (as necessary), including travel quotations, historical cost information, profit/fee policy, etc. to substantiate all proposed costs.

v. The Prime's and subcontractors' NICRA information (as applicable) to support proposed indirect rates.

(c) Part 3 - Representations, Certifications, and Other Statements of Offerors (See Section K of the RFP)

The Offeror and each proposed large subcontractor (see Section L.7.d) must complete Section K, "Representations, Certifications, and Other Statements of Offeror", and sign and date on the last page in the space provided. The Offeror and each subcontractor must include a Statement of Contingent Fees (SF 119) if required by Section K.

(d) Part 4 - Policies and Procedures

1. A copy of the Offeror's personnel policies in effect at the time the offer is submitted that details salary setting policies/procedures.

2. A copy of the Offeror's travel policies in effect at the time the offer is submitted.

(e) Part 5 - Subcontracting Plan. Any Offeror that is not a small business must include a proposed small business subcontracting plan in accordance with FAR 19.704.

If the Offeror or any subcontractors has a current Federal approval of its procurement system, the proposal should so note and provide pertinent Federal agency contact information and if possible a copy of the approval letter.

(f) Part 6 - Joint Venture Information

If the contractor is a joint venture or partnership, the business management proposal must include a copy of the agreement between the parties to the joint venture/partnership. The proposal shall include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting responsibility, how work will be allocated, overhead calculated, and profit shared, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.

(g) Part 7 - 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. If the Offeror fails to submit sufficient evidence for the contracting officer to make an affirmative determination of responsibility, then the Contracting Officer may make a determination of non-responsibility and be precluded from awarding a contract to that Offeror. However, in the case of a small business Offeror, the Contracting Officer will comply with FAR Subpart 19.6. Accordingly, prime Offerors should seriously address each element of responsibility. To be determined responsible, a prospective contractor must:

(1) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a)). Copies of Audited balance sheets and profit and loss statements or if not available, returns as submitted to Federal tax authorities for the Offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. (The balance sheets and profit and loss statements for the current fiscal year may be unaudited.) The profit and loss statements should include details of the total cost of services sold, and be annotated by either the auditor or Offeror to delineate the Offeror's indirect expense pool(s) and customary indirect cost distribution base(s).

(2) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;

(3) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;

(4) Have a satisfactory record of integrity and business ethics;

(5) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them. (See FAR 9.104-3(a));

(h) Part 8 - Letters of Commitment (Subcontractors)

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

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

(1) The Offeror and each proposed large subcontractor (see Section L.7,d) shall indicate the number of hours and days in its normal work-day and its normal work-week, both domestically and overseas, for employees and consultants. In addition, the Offeror and each proposed major subcontractor shall indicate how paid absences (US holidays, local holidays, vacation and sick) shall be covered.

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

(3) The workday and workweek policies and the method of accounting for paid absences for the Offeror and major subcontractors will be incorporated into the contract in Section B.

## **L.9.2 General Assumptions and Other Instructions**

1. The cost proposal does not have a page limit but must not contain unnecessary or miscellaneous information.
2. The period of performance is 36 months, from on/about December 2009, with two option years through on/about December 2012.
3. Offerors must not charge any fee on the funds provided for grants. Furthermore, all costs related to the administration of grants must be built into other line items and must not be charged to the "Grants" line item. The full budgeted amount of \$15,500,000 will be distributed in grants ("pass-through") in accordance with Section C.
4. The cost proposal must use the following assumptions:
  - a. One office to be based in Bangkok, Thailand. While USAID does not expect the Thai Government sponsorship which is needed to trigger tax and duty exemptions under the framework bilateral agreement, we do expect the Contractor to maximize any tax and duty exemptions available under Thai law generally. Under applicable USG cost principles, taxes and duties for which there is not an available exemption are allowable costs.
  - b. Close-out during the last three months of the program.
  - c. Freedom to propose per diem rates below the standard government rate, which is a maximum, and other cost saving measures.
  - d. "Travel and Transportation" includes all field staff travel, international travel, STTA international/regional travel, travel within Thailand, visas, medevac insurance, etc.
  - e. Participation of all staff in a semi-annual 3-day strategy session.
  - f. Offeror responsibility for making all security arrangements and budgeting for transportation and security for staff, offices, and information.
  - g. For the 2-day Start-Up conference, Offeror responsibility for travel and hotel logistics for all Contractor personnel attending the session, as well as hotel and logistics arrangements (if required) in Thailand for the USG personnel (but no payments for USG personnel).
  - h. Advance payments by USAID to the Contractor for the "Grants Program Costs" line item. The exact mechanism for these advance payments will be a matter for negotiation of the contract.
5. The cost proposal must include the following Grant Program Costs and Operations Costs distinction:
  - a. STTA in support of Contractor operations (e.g. staff training, facilitation of strategy sessions, admin/finance/management, etc.) that is neither part of implementation activity nor directed toward a program beneficiary should be reflected as part of the "Operations Costs" section of the budget summary. The COTR must concur on trips and scopes of work for these STTA.

- b. Program STTA (local and expatriate) e.g., a facilitator for a beneficiaries' conference, technical assistance to local governments or NGOs, a trainer for a training in support of a grant activity, engineer, should appear in the budget in the "Grants Program Costs" section of the budget as a separate sub-line item.
6. The cost proposal must include:
- a. A summary that thoroughly explains the estimating methodology used to calculate the budget and any assumptions that may be made by the Offeror over and above the ones stated in this RFP that had a material effect on the resulting proposed cost. Offerors must clearly explain the basis of costs, meaning why and how Offerors are costing out certain figures for item or service, to establish reasonableness of costs.
  - b. A clear and thorough explanation for each budgeted line item, reflecting either number or quantity.
  - c. A clear identification of indirect rates (including fringe rates), the base to which each indirect rate is applied, and the cost base in dollars. A copy of the latest NICRA must be included. If a proposed benefit (e.g., local fringe) is not defined in the NICRA, the proposal must specify what benefits are included in the proposed rates.

- End of Section L -

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1. GENERAL INFORMATION

#### M.1.1. Source Selection

USAID will conduct a Best Value source selection based on evaluation factors listed below. These factors will serve as the standard against which all technical information will be evaluated, and identify the determination factors that Offerors should address. The U. S. Government intends to evaluate Offerors' proposals in accordance with Section M of this RFP and make an award to the Offeror submitting the most responsive, reasonable offer that offers the best value to the U.S. Government.

1. For overall evaluation purposes, combined technical evaluation factors are significantly more important than cost or price. However, USAID will not select an Offeror for award on the basis of a superior technical proposal without considering cost and past performance.
2. The subfactors are listed to further explain the relevance of each technical evaluation factor.
3. Both the technical proposal and compliance with the formatting requirements as specified in the RFP will be considered in determining the scores for each of the technical evaluation factors.
4. USAID may obtain references for personnel from other than the sources identified by the Offeror and may seek references in writing, by telephone, or in person. USAID shall determine the relevance of these references. USAID also reserves the right not to contact the references identified by the Offeror. Information gathered from references will be used to help determine the best value decision.

#### M.1.2. Award Without Discussions

The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1.

#### M.1.3. Evaluation of Technical Proposals

The technical proposals will be evaluated by a technical evaluation committee using the technical criteria shown below. When evaluating the competing Offerors, the Government will consider the written qualifications/capability information provided by the Offerors, and any other information obtained by the Government through its own research.

#### M.1.4. Evaluation of Cost Proposals

Evaluation points are not awarded for cost proposals and the relative importance of cost is substantially less than technical factors. However, cost proposals submitted will be a selection factor and considered in making a best value determination in accordance with FAR Subpart 15.4. Therefore, the closer the technical evaluation scores of the various proposals are to one another, the more important cost considerations will become.

Offerors are hereby reminded that the Government is not obliged to award a cost reimbursement contract on the basis of lower proposed cost or to the Offeror with the highest technical evaluation score. After evaluation of all offers, the Contracting Officer will make the award to the Offeror whose proposal offers the best value (FAR 15.101) to the Government considering both technical and cost factors.

Evaluation points will not be awarded for cost. Evaluation of the cost proposal will consider, but will not be limited to, the following:

- Cost reasonableness and allowability of costs;
- Cost realism and completeness of the cost proposal and supporting documentation. The FAR states that "cost realism means that costs in an Offeror's proposal are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the various elements of the Offeror's technical proposal.";
- Consistency with the technical proposal;
- Overall cost control/cost savings evidenced in the proposal (avoidance of excessive salaries, excessive home office visits, and other costs in excess of reasonable requirements); and
- Amount of the proposed fee, if any; and,
- The competitiveness of ceilings for fees and indirect rates if any.

## **M.2 TECHNICAL EVALUATION CRITERIA (TOTAL OF 100 POINTS)**

The criteria listed below are presented by major category, so that Offerors will know which areas require emphasis in the preparation of their proposals. Offerors should note that these criteria serve as the standard against which all technical information will be evaluated and serve to identify the significant matters which Offerors should address. Unless indicated otherwise, subfactors listed under each factor are not ranked in any order of importance, but are evaluated as a whole in determining the score for this factor. A total of **100 points** are assigned according to the following technical evaluation criteria:

**45 points – Technical Approach and Understanding**  
    **Understanding Program Goals and Operating Environment (20 points)**  
    **Organizational Systems and Management, Services and Outputs (20 points)**  
    **Gender, Diversity and Anti-Corruption Considerations (5 points)**  
**20 points – Staffing Pattern and Personnel Capability**  
    **Staffing Pattern and Non-Key Personnel (10 points)**  
    **Key Personnel (10 points)**  
**20 points – Response to Case Studies (10 points/case study)**  
**10 points – Contractor Past Performance**  
**5 points – Corporate Experience and Capability**

### **M.2.1. Technical Approach and Understanding [See Section L.8.2.(2)] (45 Points)**

#### **(1) Understanding Program Goals and Operating Environment (20 points)**

The extent to which the Offeror fully understands and appreciates program goals and the dynamic operating environment as discussed in the SOW, including operations in a conflict zone as discussed in the Scope of Work. This includes understanding of the main challenges faced in all three objective areas, identification of opportunities (proposed work), security and administrative arrangements of operating in the deep south, commitment and readiness for quick and flexible responses including changing scale of activities and understanding of relationships with USAID. The Offeror will be evaluated on how that understanding is reflected throughout the technical proposal and how the proposed financial management and accountability framework is demonstrable appropriate for the operating conditions in Thailand, including in the conflict zone of the deep south.

#### **(2) Organizational Systems and Management, Services and Outputs (20 points)**

The extent to which the proposed technical approach and PBMS reflect a sound implementation strategy to successfully provide the services and deliverables outlined in the statement of work. This includes addressing proposed management processes, PBMS, integration and capability of GIS systems and data, financial management and accountability framework, illustrative grant cycle, and illustrative technical assistance. The Offeror will be evaluated on the effectiveness of their approach to delivery of services outlined in the SOW as well as any additional proposed services, as well as their proposed project management systems, including the PBMS, awards management and illustrative grant cycle, procurement, subcontracting, illustrative technical assistance, financial, and project reporting systems. The Offeror's submitted Grants Handbook will not be evaluated on its applicability to the Thailand activity but will be used to inform the overall evaluation of the Offeror's ability to provide grants management services.

#### **(3) Gender, Diversity and Anti-Corruption Considerations (5 points)**

The extent to which the technical approach and PBMS incorporate an effective methodology for incorporating gender considerations, diversity and anti-corruption policies and practices, as outlined in the SOW.

### **M.2.2. Staffing Pattern and Personnel Capability [See Section L.8.2.(3)] (20 points)**

The success of the program will depend largely on the quality of the contractor's personnel and their capacity and willingness to work together as a team with USAID/RDMA. The Offeror will be evaluated on the following sub-criteria:

#### **(1) Staffing Pattern and Non-key Personnel (10 points)**

The Offeror will be evaluated on its analysis to provide sufficient numbers of each non-key personnel position to meet overall program goals, but within program budget limitations. As noted in the SOW [see Section C.7], the people working on a small-grants program, especially in a conflict area environment, are major determinants of whether the program succeeds or fails. The Offeror must take into consideration that the keys to success for such a program are systems, management, and logistical/procurement operations. Therefore, the Offeror must strike an appropriate balance between the number of personnel dedicated to the project (especially grants, procurement, financial, and technical specialists), the ratio of program to operational costs, and the need to expand or activate options as needed. [See Section C.7]

The proposed staffing pattern will be evaluated on the extent to which the proposed positions demonstrate the requisite expertise, experience, language skills, and other capabilities necessary to effectively launch and implement the contract. This evaluation includes the capacity of the staffing pattern to manage a large in-kind and cash grants program to provide a fast and flexible response to changing circumstances on the ground, identify and deliver targeted technical assistance, as well as proposed approaches to adjusting the staffing pattern as needed in light of changing program requirements. The staffing pattern will be evaluated based on the requirements outlined in the SOW. CVs of illustrative candidates will be used to establish the realism of the proposed staffing pattern, but candidates proposed as illustrative candidates will not be evaluated as individuals.

#### (2) Key Personnel (10 points)

The individuals proposed for key personnel positions will be evaluated for their strengths and skills, including prior work experience and past performance, interpersonal skills, technical skills and knowledge of the area of work for which they are proposed, and contract management skills. They will be evaluated against the criteria in Section L in terms of their ability to fulfill the job description described in the SOW. References for the proposed candidates will be checked by the TEC as part of the proposal evaluation process.

#### **M.2.3. Response to Case Studies [See Section L.8.2.(4)] (20 points)**

USAID's evaluation of the first case study response will focus on the Offeror's ability to illustrate their capabilities for such a program through their responses to the cases studies presented in Section L.8.2.(4) and the Offeror's ability to demonstrate clear mechanisms and processes to identify stakeholders, develop networks and strengthen local capacity. Moreover, the evaluation will also focus on the Offeror's demonstrated appreciation for concerns over sensitivities of USG involvement and how it can be mitigated. (10 points)

USAID's evaluation of the second case study response will focus on the Offeror's ability to illustrate areas of interface between civil society and key independent agencies, effective approaches to engaging these organizations, and innovative approaches to providing technical assistance and training through Thai service providers. Additionally, the evaluation will cover the Offeror's discussion regarding support for advocacy organizations and research institutes in advancing public participation and capacity-building of independent agencies. (10 points)

#### **M.2.4. Contractor Past Performance Information [See Section L.8.2.(5)] (10 Points)**

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 database of contractor performance information and solicit additional information from the references provided in 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.

If the performance information contains negative information on which the Offeror has not previously been given an opportunity to comment, USAID will provide the Offeror an opportunity to comment on it prior to its consideration in the evaluation, and any Offeror comment will be considered with the negative performance information. 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.

The contractor performance information determined to be relevant will be evaluated in accordance with the elements below:

#### (1) Quality of product or service, including consistency in meeting goals and targets;

- (2) Cost control, including forecasting costs as well as accuracy in financial reporting;
- (3) Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient completion of tasks;
- (4) Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including coordination among subcontractors and developing country partners, cooperative attitude in remedying problems, and timely completion of all administrative requirements;
- (5) Customer satisfaction with performance, including end user or beneficiary wherever possible;
- (6) Effectiveness and retention of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified;
- (7) Prime offerors who are not small business concerns will be evaluated on their performance in using small business concerns as subcontractors, joint venturers, and in other teaming arrangements.

In cases where (a) an Offeror lacks relevant performance history, or (b) information on performance is not available, then the Offeror will not be evaluated favorably or unfavorably on performance. The "neutral" rating assigned to any Offeror lacking relevant performance history is a score commensurate with the percentage of points received vs. possible points. 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.2.5 Corporate Experience and Capability [See Section L.8.2.(6)] (5 points)**

Current demonstrable experience and capability of the Offeror and any proposed sub-contractor to carry out the work described in Section C, including:

- a. The experience of the Offeror and any proposed subcontractors to carry out the work described in Section C, including ability to manage complex projects and to perform effectively working with different client and interest groups toward shared and complementary objectives,
- b. The Offeror's ability to assemble technical assistance teams (including subcontractors), retain key personnel, place them in the field in a timely manner, and provide them with all necessary support.
- c. The Offeror's general management structure, roles and responsibilities of home office management staff and the Offeror's contract manager in the field, their assigned management and decision-making rules, and the relationship the Offeror will have with expected subcontractors.

**M.3 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD**

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

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

## IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

(a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Cuba, Laos, Iran, North Korea, Syria.

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia\*, Malta, Moldova, Monaco, Mongolia, Montenegro\*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia\*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan\*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

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 \* Has the status of a "Geopolitical Entity", rather than an independent country.

**USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET**

**CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET**

1. Name (Last, First, Middle)		2. Contractor's Name			
3. Employee's Address (include ZIP code)		4. Contract Number		5. Position Under Contract	
		6. Proposed Salary		7. Duration of Assignment	
8. Telephone Number (include area code)	9. Place of Birth		10. Citizenship (if non-U.S. citizen, give visa status)		

11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment

12. EDUCATION (include all college or university degrees)					13. LANGUAGE PROFICIENCY (See Instructions on Reverse)		
NAME AND LOCATION OF INSTITUTE	MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading	

14. EMPLOYMENT HISTORY

1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment.

2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.

POSITION TITLE	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Annual Salary
		From	To	Dollars

15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)

SERVICES PERFORMED	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Days at Rate	Daily Rate in Dollars
		From	To		

16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.

Signature of Employee	Date
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17. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)

Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that the USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.

Signature of Contractor's Representative	Date
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## INSTRUCTION

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

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

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

3. General professional proficiency

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

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

4. Advanced professional proficiency

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

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

5. Functional native proficiency

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

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

## PAPERWORK REDUCTION ACT INFORMATION

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

## PAPERWORK REDUCTION ACT NOTICE

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

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

**SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES**



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

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

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

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

# DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

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Standard Form - LLL-A

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