



USAID
FROM THE AMERICAN PEOPLE

Request for Proposals (RFP) No.:	72016520R00001
Issue Date:	January 22, 2020
Deadline for Submission of Questions (Round 1):	February 03, 2020. COB Skopje Time
Answers to round one questions:	February 14, 2020
Deadline for Submission of Questions (Round 2):	February 24, 2020. COB Skopje Time
Answers to round two questions:	March 03, 2020
Closing Date:	March 23, 2020
Closing Time:	16:00 PM, Skopje Time

**SUBJECT: REQUEST FOR PROPOSALS (RFP) No.: 72016520R00001-
-Strengthening Resource Mobilization Activity (SRMA)**

The United States Agency for International Development in North Macedonia (USAID/North Macedonia) seeks proposals to carry out a five-year activity, to work with municipalities to measurably increase municipal own-source resources and external funds and increase their budget execution rate in compliance with the Government of North Macedonia's (GoNM) budgeting and reporting requirements. The Activity will work with local and central governments to 1) enhance the quality of municipal tax and fee collection systems; 2) increase municipalities' capacity to access external resources from the national government or international organizations' funds and/or capital markets and banks; and 3) improve municipalities' ability to plan, manage and implement public sector revenues in compliance with GoNM's regulations. Subject to availability of funds, USAID/North Macedonia plans to award a single contract to one successful offeror with an estimated cost of approximately \$4-7 million, inclusive of fees, through a full and open competition.

Offerors are invited to submit a proposal in accordance with the requirements of the enclosed RFP. Proposals must be received by USAID no later than the date and local time stated above and in this RFP. USAID requires that offers remain valid for a minimum of 180 days.

Offerors should read the entire solicitation, which includes all pertinent technical sections and the terms, conditions and instructions required for submitting a proposal. Prior to the submission of proposals, any amendments to this solicitation will be made available through the Government port of entry at <http://www.fbo.gov>. It is the offeror's responsibility to check this site periodically for official updates and amendments to the solicitation. This solicitation in no way obligates USAID to award a contract, nor does it commit USAID to pay any cost incurred in the preparation and submission of a proposal in response hereto. Furthermore, USAID reserves the right to reject any and all offers, if such action is considered to be in the best interest of USAID.

There is not an incumbent to this work. The authorized geographic code for this procurement is 937 and the NAICS code is 541 -- Professional, Scientific, and Technical Services/541990 -- All Other Professional, Scientific, and Technical Services.

Please submit all Round 1 questions regarding this RFP no later than stipulated in the top of the page. The answers will be provided in the solicitation conference and Round 2 questions no later than stipulated in the top of the page. Please Submit the questions to Florentin Emini, Acquisition and Assistance Specialist at femini@usaid.gov, with cc to Rade Knezevic, Acquisition and Assistance Specialist, at rknezevic@usaid.gov.

Oral instructions, answers, or guidance from any USAID source prior to the award of the contract will not be binding.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Edward Acevedo'.

Edward Acevedo

Contracting Officer
USAID/North Macedonia eacevedo@usaid.gov

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 1	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 72016520R00001	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 01/21/2020	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY USAID/North Macedonia Samoilova 21 1000 Skopje North Macedonia 00000		CODE 720165	8. ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1600 B local time 03/23/2020
(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 Florentin Emini	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS femini@usaid.gov
		AREA CODE +38	NUMBER 138-2436	EXT. 73ext142	

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1-2	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	46-51
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	5	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	91-101
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	6	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	7	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	53-64
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	8-19	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	65-85
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	20-24	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	86-90
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	25-45				

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 0 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 (%)
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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)	
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15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.	<input type="checkbox"/>		

AWARD (To be completed by government)

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

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

PART I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to provide the services and deliverables that fall within the Performance Work Statement (PWS) specified in Section C for the North Macedonia Strengthening Resource Mobilization Activity.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) Completion type contract. For the consideration set forth below, the Contractor must achieve the performance objectives and deliverables or outputs described in Sections C and F, in accordance with performance standards specified in Section E, and otherwise comply with all contract requirements.

B.3 ESTIMATED COST, FIXED FEE AND OBLIGATED AMOUNT

- (a) The estimated cost for the performance of the work required hereunder, exclusive of fee is \$ [REDACTED]. The fixed fee is \$ [REDACTED]. The estimated cost plus fixed fee is \$ [REDACTED].
- (b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$ [REDACTED]. The Contractor must not exceed the aforesaid obligated amount.
- (c) Funds obligated hereunder are anticipated to be sufficient through *{TBD based on the date of award}*.

B.4 BUDGET

The total cost plus fixed fee (stated below) for the budget categories specified below may not be adjusted without a modification to the contract signed by the Contracting Officer. No amounts in excess of the amounts specified for each cost category will be billed against the Contract.

Description	Total
Direct Costs	
Subcontracts	
Indirect Costs	
Fixed Fee	
TOTAL ESTIMATED COST PLUS FIXED FEE	

- (a) The inclusion of any costs in the above budget does not obviate the requirement for prior

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

approval by the Contracting Officer of cost items designated as requiring prior approval by any of the terms and conditions of this contract, including the applicable cost principles (see FAR 52.216-7, "Allowable Cost and Payment"); nor does it constitute a determination of allowability by the Contracting Officer of any item of cost, unless specifically stated elsewhere in this contract. Also, the Contractor must not adjust these amounts without a written modification signed by the Contracting Officer. The Contractor must not bill any amounts against this contract in excess of the amounts specified for each line item.

(b) The Contractor agrees to furnish data that the Contracting Officer may request on costs expended or accrued under this contract.

(c) Without the prior written approval of the Contracting Officer, the Contractor must not exceed the total estimated cost set forth in the budget or the total obligated amount, whichever is less.

B.5 INDIRECT COSTS

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

Description*	Period**	Rate	Base***

* Description or type of rate indicated as a percentage, e.g., G&A

** Period, e.g., CY 2009

*** Base, e.g., Direct Labor for Labor Overhead

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.

B.6 COST REIMBURSABLE

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

B.7 MULTI-YEAR CONTRACT

The Contract is subject to the requirements of FAR 17.106. However, this is a Cost Plus Fixed Fee (CPFF) type contract where the contractor is authorized to be reimbursed for all costs which are allowable in accordance with FAR 52.216-7, "Allowable Costs and Payment." Therefore, the contractor will not incur any costs which would have been amortized over the life of the Contract should the Contract be cancelled in accordance with FAR 52.217-2. The cancellation ceiling for

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

each cancellation date is \$0 and there is no requirement to include cancellation dates in the contract.

B.8 PAYMENT OF FEE

The Contractor may earn and be paid all or a portion of the total fee based on performance under this contract. Payment of the Contractor's fee is tied to the accomplishment of performance objectives and deliverables or outputs described in Sections C, D, and F that are specified in Table 1 below. The Contractor will be paid the amount of fee specified for each denoted performance objective, deliverable, or output set forth in the table below upon acceptance by the Contracting Officer's Representative (COR). Full fee payment is dependent upon full completion of the contract, as demonstrated by attainment of all deliverables. Payment of the fixed fee for each target is dependent upon the Contractor meeting each target for that year, as specified in the table below and as determined by the COR. If the Contractor does not reach the target, the Contractor will not be paid any of the fee specified for that target, as full contract completion will not have been demonstrated. USAID reserves the right to engage a third party to verify results. The Contracting Officer, in consultation with the Contracting Officer's Representative (COR) and at the request of the Contractor, may modify the fee schedule, including targets or dates, based upon changes in underlying assumptions, the development context, or other extenuating circumstances. Additionally, dates are meant to be illustrative and are flexible within reason, as determined by the COR.

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

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

Table 1 – Fee Payment Schedule

Indicator s/Targets	Year 1 Target	Year 1 Fee	Year 2 Target	Year 2 Fee	Year 3 Target	Year 3 Fee	Year 4 Target	Year 4 Fee	Year 5 Target	Year 5 Fee
Objective 1:										
Objective 2:										
Objective 3:										
Objective 4:										

[END OF SECTION B]

SECTION C – PERFORMANCE WORK STATEMENT

[USAID will insert the Contractor's Performance Work Statement (PWS) at award; see Attachment J.1 for the Statement of Objectives that informs the development of Section C.]

[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 AND MARKING

The Contractor must comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 "Branding and Marking in USAID Direct Contracting" (version from January 2, 2015) at <https://www.usaid.gov/ads/policy/300/320> and USAID "Graphic Standards Manual" available at <http://www.usaid.gov/branding/gsm>, or any successor branding policy.

The Branding Strategy for this contract is attached hereto as Attachment J.2.

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
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 will take place at the principle place of performance or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The COR referenced in Section G has been delegated authority to inspect and accept all services, reports, and required deliverables or output.

E.3 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)/MONITORING AND EVALUATION PLAN

The progress, success, and impact of the Contractor's performance under this contract will be monitored and evaluated as a part of the overall activity results. The quality assurance surveillance plan is referred to as the Monitoring, Evaluation, and Learning Plan (MEL Plan). The MEL Plan should be utilized in order to assess the impact of the activity and whether or not objectives are being achieved and if they should be adjusted. The MEL Plan is intended to be a "living" document that should be reviewed and updated on an annual basis as specified in Section F.6(a) below. The MEL Plan sets forth the specific performance goals for the contract and can be modified at any time by the Contracting Officer's Representative to reflect changing priorities and circumstances.

[END OF SECTION E]

SECTION F– DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER ALTERNATE I	APR 1989 APR 1984

F.2 PERIOD OF PERFORMANCE

The period of performance for the contract is five years from the effective date of the contract through [REDACTED].

(a) It is the Contractor's responsibility to ensure that any Contracting Officer-approved adjustments to the original estimated completion date do not result in costs incurred that exceed the ceiling price of this Contract. Under no circumstances will such adjustments authorize the Contractor to be paid any sum in excess of the Contract amount.

(b) Adjustments that will cause the elapsed time for completion of the work to exceed the original estimated completion date by more than 15 calendar days must be approved in advance by the Contracting Officer.

F.3 PLACE OF PERFORMANCE

The Contractor must perform the services described in Section C in North Macedonia.

F.4 PERFORMANCE STANDARDS AND EVALUATION

USAID will evaluate the Contractor's performance in accordance with FAR 42.15, corresponding USAID procedures, and the Contractor's adherence to the Annual Work Plan, reporting against its Monitoring, Evaluation, and Learning (MEL) Plan, and quality of reports described in Section F.6 below. Evaluation of the Contractor's overall performance will be conducted jointly by the COR and the Contracting Officer, and will form the basis of the Contractor's permanent performance record with regard to this contract.

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

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

- Technical quality of product or service, including consistency in meeting goals and targets.
- Cost control, including forecasting costs as well as accuracy in financial reporting, ensuring that unnecessarily expensive technical assistance is not used when lower cost, equally qualified advisors are available, and pacing the expenditure of level of effort such that contract deliverables and outputs can be produced within budget.
- Timeliness of performance, including adherence to contract schedules and other time-sensitive activity conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient completion of tasks.
- Management or 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.

F.5 KEY PERSONNEL

(a) The key personnel that the Contractor must furnish for the performance of this contract are as follows:

1. Chief of Party; and
2. TBD [Additional positions included in the successful Offeror's proposal will be included at the time of award]

Proficiency in English is required for all key personnel and local professional in-country staff members. The following guidance for each of the key personnel positions are set forth below. The main requirement is that key personnel, taken as a whole, and considering the overall management structure, have the skills to effectively implement the activity. In addition, they must have demonstrated ability to establish and sustain professional relationships with host country government counterparts, and have excellent written and oral communication skills in English.

1. Chief of Party (COP)

The primary responsibilities of the COP are to provide overall leadership, management and general technical direction of the entire activity, ensuring an integrated vision among different components and actors, and a focus on achieving the results defined in the contract. The COP must identify issues and risks related to activity implementation in a timely manner, and suggest appropriate activity adjustments. This individual must act as the key liaison between USAID/North Macedonia and all other counterparts, implementing partners, and Government of North Macedonia officials involved with the activity. The COP serves as a key liaison with the Ministry of Finance, Ministry of Local Self Government, and other relevant institutions. The position requires significant coordination skills, technical knowledge, and experience to ensure coherence and consistency in urgent deadlines. Experience in developing countries, particularly experience in Balkans, is preferred.

Desired Qualifications for the COP:

- A Master's degree in public administration, finance, international relations or other related field and 10 years of senior management experience with progressively

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

increasing responsibilities managing development projects, or 15 years of senior management experience to substitute the education requirement;

- Proven success in working with non-donor actors to mobilize/leverage resources for development activities preferred;
- Experience working with senior government officials and building consensus among diverse actors;
- Experience managing complex USG contracts and agreements preferred;
- Experience in public financial management and/or decentralizations;
- Proven history of promoting sustainability in development activities;
- Familiarity with local context and decentralization efforts in North Macedonia preferred; and
- Fluency in English required, and Macedonian highly encouraged.

F.6 REPORTS AND DELIVERABLES

In addition to the requirements set forth for submission of reports in Sections I and in accordance with AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor must submit reports, deliverables, or outputs as further described below to the COR (referenced in Section G). Additionally, the Contractor must deliver the **targets** stated in Section B.8. The Contractor is also responsible for submitting the following deliverables and obtaining the approval of the COR.

The following reports and plans are required. All written documentation (correspondence, reports, information sheets, etc.) for submission by the Contractor to USAID/North Macedonia must be in English. In addition to the reports outlined below and those elsewhere specified, the Contractor may be required to respond quickly to ad hoc information requests with short deadlines.

F.6(a) Monitoring, Evaluation, and Learning (MEL) Plan

The MEL Plan will elaborate how the Contractor and USAID will monitor progress, evaluate performance and/or impact, and how the activity intends to learn from the implementation and use the lessons learned to adapt its programing. The MEL Plan will contain a section on “Monitoring,” a section on “Evaluation,” and a section on “Learning.”

The *Monitoring section* will specify indicators, targets, and monitoring methodologies that allow the Contractor and USAID/North Macedonia to track the progress of activity interventions towards achieving the expected results and targets related to activity objectives.

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

The *Evaluation section* will describe how activities will be assessed at the performance and/or impact level, and include a schedule and tools for periodic evaluation/re-evaluation and revision of the approach if and as necessary.

The *Learning section* will describe how knowledge and learning will be gained from implementation, evaluation findings, and monitoring data, to adjust interventions and approaches, as needed.

Measuring specific outputs, outcomes and impacts will facilitate better understanding of which approaches are working under which conditions, and which interventions need to be refined or strengthened within each of the respective components of the activity. Potential changes in targets may occur due to unforeseen events. Should this occur, the Contracting Officer will consider changes to the fee schedule in Section B.8.

The contents of the MEL Plan will be proposed by the Contractor and approved by the COR. To the extent feasible, MEL will be conducted through or with the participation of local partners in order to build capacity. For each indicator proposed in the MEL Plan, the Contractor must complete a performance indicator reference sheet (PIRS) containing information such as indicator definition, rationale, baseline, data source, reporting frequency, disaggregation etc. Proposed indicators must meet USAID data quality standards for validity, integrity, precision, reliability, and timeliness as described in ADS 201.3.5.8 (<https://www.usaid.gov/sites/default/files/documents/1870/201.pdf>). In line with USAID gender guidelines the Contractor must collect and report sex disaggregated data.

The MEL Plan must be completed on the following schedule:

- The Contractor must submit the MEL Plan to the COR by no later than 60 days after the effective date of the Contract;
- USAID will provide comments on the MEL Plan no later than 75 days after the effective date of the Contract; and
- The Contractor must submit the final MEL Plan to the COR for USAID approval by no later than 90 days after the effective date of the Contract.

For the four subsequent years, the annual updates to the MEL Plan must be completed on the following schedule:

- The Contractor must submit the updated MEL Plan to the COR no later than August 16 of the corresponding year;
- USAID will provide comments on the updated MEL Plan no later than September 1 of the corresponding year; and
- The Contractor must submit the final updated MEL Plan to the COR for USAID approval by no later than September 15 of the corresponding year.

F.6(a).1 Outcome and Output Monitoring

The Contractor is required use the following indicators in its MEL Plan:

- Describe a robust and cost-effective Monitoring, Evaluation, and Learning (MEL) system, including a strategy to collect and monitor data, a data quality assurance strategy,

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

and any proposed collaboration or capacity-building on MEL with local partners involved in activity implementation;

- Include a strategy for building the capacity of Government of North Macedonia for collecting, managing, and reporting;
- Provide a framework for monitoring progress toward achieving each of the technical objectives;
- Explain the rationale for the proposed program results, indicators, and targets over the life of the activity;
- Describe approaches to collaboration with research and evaluation partners, as well as an internal MEL system that allows for mid-course corrections and adaptations to approaches as needed;
- Include potential sources of information that the Offeror considers appropriate, reliable, and available to monitor the SRMA activity;
- Describe the Offeror's strategy for supporting data-driven management of SRMA to clarify and focus activity objectives and serve as an early warning system, forecasting, and reporting tool; and
- In addition to any process or output indicator, include outcome level indicators that will clearly measure and indicate the achievement of key results.

The Contractor must use standard or custom gender indicators as appropriate and all people-level indicators must be sex-disaggregated. Contractor monitoring must allow for ongoing assessments of progress toward numeric targets and must guide activity course corrections. The targets for each year will be negotiated with USAID based on an agreed phasing plan and/or baseline data. Further guidance will be provided by the COR and the M&E Specialist in the USAID/Program Office and must be incorporated by the Contractor into the annual Work Plan and MEL Plan, as well as any associated discussions. The Contractor must, as a routine part of program monitoring, track and report cost-related data for each of the program elements.

F.6(a).2 Performance Evaluation

USAID/North Macedonia will contract an independent midterm performance evaluation which will be managed by USAID. Funds for this evaluation are outside the budget for the Contract, and evaluation will be conducted by a third-party contractor contracted and managed by USAID. This evaluation will meet all the high-quality evaluation criteria as described in USAID's Evaluation Policy (the link for this policy: <http://www.usaid.gov/evaluation/policy>). The Contractor must provide any documentation or other information required to assist with the evaluation or monitoring mission, and grant access rights.

A final evaluation might be considered based on the results of the midterm evaluation, and regular monitoring of the activity.

F.6(b) Annual Work Plan

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

The Contractor must develop annual work plans to be approved in content and format by the COR, consistent with the schedule set forth below. The Contractor must develop work plans in consultation and collaboration with relevant stakeholders, including relevant financial institutions, non-financial institutions, and relevant USAID funded partners.

During implementation of the work plan, the Contractor may be asked by the COR to revise the annual work plan. The work plans will list activities grouped according to the three primary objectives identified in Section C of this solicitation.

The Contractor must indicate the following for each component:

- Anticipated start and end dates;
- Anticipated life-of-activity funding broken down by quarter, with detailed budgets as specified by the COR;
- A listing of the principal counterparts for each proposed intervention;
- A description and estimate of the amounts of short-term technical expertise, training and other support resources required to provide the assistance proposed;
- Performance indicator(s);
- Baselines for each performance indicator; and
- Specific deliverables required by component and the due date for that deliverable.

The work plans must describe in narrative form the activity rationale (meaning the development hypothesis) and expected outputs for all proposed interventions during the period of implementation. The Contractor must include a discussion of relationships with other SRMA interventions, and activities performed by other stakeholders (i.e., other USAID implementing partners, other donor funded partners, GOR activities, etc.) that are necessary for the accomplishment of higher level results, if any. The work plan must also include a discussion of how the Contractor will address other cross-cutting areas such as gender and sustainability.

As an annex to the work plan, the Contractor must submit a plan for coordination and integration with other partners. In this plan, the Contractor must include a description of the approach that it will use to ensure coordination, collaboration, and information sharing with other USAID activities, U.S. Government Agencies, other international donors, the GOR, including district governments, and private sector stakeholders and civil society organizations, including any costs associated with such coordination.

The work plans must be completed based on the following schedule. For the first year, the Contractor must begin working on the annual work plan for Year 1 of the Contract within 30 days of the effective date of the Contract. This plan must be completed on the following schedule:

- The Contractor must submit the draft work plan to the COR by no later than 60 days after the effective date of the Contract;
- USAID will provide comments on the draft work plan no later than 75 days after the effective date of the Contract; and
- The Contractor must submit the final work plan to the COR for USAID approval by no later than 90 days after the effective date of the Contract.

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

For the four subsequent years, the work plans must be completed on the following schedule:

- The Contractor must submit the draft work plan to the COR no later than **August 16** of the corresponding year;
- USAID will provide comments on the draft work plan no later than **September 1** of the corresponding year; and
- The Contractor must submit the final work plan to the COR for USAID approval by no later than **September 15** of the corresponding year.

F.6(c) Quarterly and Annual Program Reports

The Contractor must provide Quarterly and Annual Program Reports pursuant to the schedule specified below. The Contractor reports must follow the format established by the COR and will include, in addition to specific information required in writing by the COR, a narrative that addresses:

- An overview of the activity during that reporting period, outlining achievements for each interim result;
- An explanation of monitoring, evaluation, and cross-cutting themes, such as gender integration, sustainability and local capacity building, and partnership engagement;
- An overview of major challenges and lessons learned during the reporting period;
- An overview of the collaborating, learning, and adapting strategy with an overview of information sharing with other partners during the reporting period and any problems encountered, agreements reached and/or actions taken to ensure effective coordination between partners;
- An overview of activity management and administration issues during the reporting period;
- Annexes that include, at a minimum, the following:
 - Indicator results metrics for all indicators included in the MEL Plan
 - Success stories during the reporting period
 - Environmental compliance reporting monitoring

Geographic Data Reporting Requirements: As appropriate and as agreed upon with the COR, the Quarterly and Annual reports may contain geographic data or this data may be requested in another format.

These reports will include any additional information required by the COR. The Contractor must submit quarterly program reports no later than the thirtieth (30th) day after the completion of each quarter: i.e., January 30, April 30, July 30, and October 30. The fourth Quarter Report must be incorporated into the Annual Report and is due October 30 each year (30 days after the end of the fiscal year). Like the Quarterly Report, the Annual Program Report must report against all indicators established in the MEL Plan.

F.6(d) Quarterly Financial Reports and Accruals

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

The Contractor must submit financial reports on the schedule specified below. These reports will only be considered delivered when accepted by the COR as containing the information required. The financial report format will be determined by the COR after consultation with the Contractor. The report will contain at a minimum the following information:

- Total funds committed to date by USAID into the Contract;
- Total funds expended by the Contractor to date, including a breakdown to the budget categories provided in the Contractor's cost proposal and between Direct Costs, Subcontracts, Indirect Costs, and Fixed Fee, with additional detail to be provided upon request by the COR;
- Pipeline (committed funds minus expended funds);
- Variations from previous estimates (will be highlighted on any spreadsheets and will be addressed in a narrative if significant);
- The budget estimate for the upcoming quarter;
- Estimated cost to complete;
- Funds and time remaining in the Contract; and
- Breakdown of expenditures by type of funding.

The report must include any additional information required by the COR.

The Contractor must submit quarterly financial reports to the Contracting Officer (CO) and the COR no later than the thirtieth (30th) day after the completion of each quarter: i.e., January 30, April 30, July 30, and October 30. The Contractor must submit accruals to the COR by no later than the fifteenth (15th) day before the completion of each quarter.

F.6(f) Baseline Report

The Contractor must collect baseline data to document initial context information and values for indicators established in the Contractor's MEL Plan. This report is due within six months of the date of contract award.

The Baseline Report's format, scope, and final due date will be determined by written mutual agreement between the Contractor and the COR within the first 30 days of the contract period of performance. Prior to baseline data collection, the Contractor must submit a methodological plan for baseline data collection for review and approval by the COR.

F.6(h) Demobilization Plan

The Contractor must develop a demobilization plan. This plan will include a property disposition plan, a plan for the phase-out of in-country operations, a delivery schedule for all remaining reports or other deliverables required under the contract, and a timetable for completing all required actions in the demobilization plan.

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

The Demobilization Plan specified must be submitted by the Contractor for approval by the Contracting Officer and COR 90 days prior to the end of the Contract as set forth in Section F.2 above.

F.6(i) Work Plan and Ad Hoc Reports

It is expected that many of the interventions specified in the work plan (see Section F.6(b)) will establish a requirement for specific deliverables to be completed by the Contractor. Those deliverables will be due from the Contractor based on the schedule established in the work plan, including any modifications to the work plan. It is also anticipated that *ad hoc* reports may be required by the COR in writing and based on deadlines established by the COR. No new deliverable or ad hoc report may be required by the COR if such deliverable or report would cause the Contractor to exceed the funds available, the total estimated cost, or contradict any other provision or clause in the Contract.

F.6(j) Final Report

The Contractor must submit a draft of the Final Report to the COR within 90 days following the estimated completion date of the contract. In this draft Final Report the Contractor must include the following information:

- i) Overall activity accomplishments presented in quantitative terms and described in a narrative that relates activities, products, and results to the MEL Plan;
- ii) Discussion of why unexpected progress, positive or negative, was made toward the planned results. If the performance monitoring system (indicators) indicates that expected results were not achieved, the Contractor must seek to determine and explain the reason;
- iii) Analysis of lessons learned—both in terms of technical implementation and broader collaboration with other implementers, summary of responses to problems encountered during activity implementation;
- iv) A bibliography of all products, tools, reports, and studies produced through the activity, and links to these as applicable;
- v) A description of how the activity achievements are sustainable in terms of government and other stakeholders' ownership, their associated capacities to maintain and replicate successful experiences; and
- vi) Other pertinent information communicated by the COR in writing within 15 days of the end of the contract estimated period of performance.

Upon receiving COR approval, the Contractor must submit the approved Final Report to the Development Experience Clearinghouse (DEC).

Within 90 days of completion of data collection, the Contractor must transmit requested data to USAID. The data sets that the Contractor submits to USAID must:

1. Be complete, clean, and final, and include any derived or secondary variables used to calculate indicator values provided in assessment reports;
2. Not include Personally Identifiable Information (PII). PII includes any information that could be used to identify an individual for whom data have been collected;

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

3. Include all variables included in the initial data collection, with the exception of any PII data that must be edited or cleaned to protect the privacy and anonymity of individual beneficiaries represented in the data;
4. Provide relevant supporting materials and instruments with the data set. This includes questionnaires and other instruments, codebook, data dictionary, information on sample design, setup and weights, assessment reports, performance management plans or other materials that describe the structure of the assessment and/or program, and any other information a researcher may need when working with the data;
5. Transmit supporting documents in an open and machine-readable format such as MS Office;
6. Provide information on the number beneficiaries from the activity, disaggregated by sex for each year that the activity is active; and
7. All prerequisites to providing the complete, cleaned datasets must be completed by the Contractor prior to the provision of the dataset to USAID, such as review and approval by Missions and host country governments, as appropriate.

At the end of the period of performance, the project must measurably demonstrate: “Own-Source Revenues” Increased by local governments; Greater Amounts of External Funding Accessed by local governments; Local governments’ Budget Execution Rate Increased; Decentralization Process Enhanced

F.6(l) Government Property—USAID Reporting Requirements

The contractor must comply with AIDAR 752.245-70 “Government Property—USAID Reporting Requirements (July 1997)”, which provides in full:

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

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

ANNUAL REPORT OF GOVERNMENT PROPERTY IN CONTRACTOR’S CUSTODY

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

[Name of contractor as of (end of contract year), 20XX]

	Motor vehicles	Furniture and furnishings –		Other nonexpendable property
		Office	Living quarters	
A. Value of property as of last report				
B. Transactions during this reporting period				
1. Acquisitions (add):				
a. Purchased by contractor ¹				
b. Transferred from USAID ²				
c. Transferred from others, without reimbursement ³				
2. Disposals (deduct):				
a. Returned to USAID				
b. Transferred to USAID – contractor purchased				
c. Transferred to other Government agencies ³				
d. Other disposals ³				
C. Value of property as of reporting date				
D. Estimated average age of contractor held property				
	Years	Years	Years	Years

¹Property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.

²Government furnished property listed in this Contract as nonexpendable.

³Explain if transactions were not processed through or otherwise authorized by USAID.

Property Inventory Verifications

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

Authorized Signature

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER’S AUTHORITY

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

All questions concerning the administration of this award must be sent to the Contracting Officer. It is the responsibility of the Contractor to inform the Contracting Officer of requests that affect any and all sections of this award. The Contracting Officer is located at:

U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT
 Regional Contracting Office
 Embassy of the USA,
 Rr. 4 KORRIKU Nr. 25, Arberia,
 Pristina, Kosovo 10000
 T +383 38 5959 2000

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

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

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

TOTAL EXPENDITURES (Document Number XXX-X-XX-XXXX-XX)			
Line Item	Description	Amt. Vouchered to Date	Amt. Vouchered this Period
		\$XXXX.XX	\$XXXX.XX
Total		\$XXXX.XX	\$XXXX.XX

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

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

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

BY: _____
TITLE: _____
DATE: _____

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions will 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 will promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

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

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative is **TBD**. The Contracting Officer will identify the COR by name at the time of the contract award and will be designated by a separate Administrative Letter. Among other responsibilities and authorities as specified in the designation letter, the COR must accept and approve all deliverables in order for those deliverables to be considered completed.

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

G.4 PAYING OFFICE

The completed SF-1034 “Voucher for Services for Other Than Personal” and relevant invoices and other documentation may be submitted electronically (email is the preferred method) to the address below. The subject line of the email shall include the Award No. and name of the Contractor. The SF-1034 must be signed, and it must be submitted along with the relevant invoices and any other relevant documentation as an electronic PDF file. The invoice should provide the bank account details which should include the bank account number, the bank name and address, the SWIFT Code and the ABA number. Otherwise, the request for payment must be mailed through local postal or courier services. If submitting invoices electronically, do not send a paper copy.

Send all requests for payment to the following email address:
AccountsPayableSarajevo@USAID.gov.

G.6 ACCOUNTING AND APPROPRIATION DATA

[To be filled in at the time of award:]

Accounting Template	BBFY	EBFY	Fund	OP Unit	Prog Area	Dist	Progr Elem	BGA	EOCC	Amt	Doc #
						Total Obligated Amount				\$	

G.7 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

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

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

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents will be signed as "Contracting Officer's Representative" with a copy furnished to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

Limitations:

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

(c) The COR is required to meet with the Contractor 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 will be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated COR, the separate COR letter will determine who has authority to act as COR. The Contracting Officer has the authority to designate a temporary or new COR through a separate letter.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR will 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 solely authorized to approve changes in any of the requirements under this contract. 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 person other than the Contracting Officer, the change will be considered to have been made without authority and at the Contractor's sole risk.

(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

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.8 CONTRACTOR CONTACT INFORMATION

The Primary Point of Contact for this contract is: {**TBD at the time of contract award**}

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

AIDAR: <http://www.usaid.gov/policy/>

AIDAR 48 CFR Chapter 7

NUMBER	TITLE	DATE
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	FEB 2012
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	DEC 1991
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JULY 2007
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEPT 2013
752.7007	PERSONNEL COMPENSATION	JULY 2007
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7027	PERSONNEL	DEC 1990

H.2 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this solicitation is 937.

H.3 INTERNATIONAL TRAVEL (AIDAR 752.7002 AND 752.7032)

In accordance with the above clauses, international travel approval under the Contract will include the following rules and procedures.

(a) The required Contracting Officer approval of international travel has been provided for all travel identified in the Contractor's detailed budget dated [REDACTED] that has been submitted as part of the solicitation process unless specifically reserved below.

(b) In those cases where international travel approval is required from the Contracting Officer, Contracting Officer approval is deemed provided if the following conditions are met:

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

- 1) The COR provides written concurrence of international travel (after receiving the information specified in AIDAR 752.7032);
- 2) The air fare is based on the least expensive type of economy-class travel on a direct route between the starting and ending points of the proposed travel;
- 3) Per diem costs are at or below official USG rates for the location in question;
- 4) No significant additional travel-related costs are to be incurred; and
- 5) A copy of the international travel request and COR concurrence is provided to the Contracting Officer.

In cases where these conditions are not met, the Contractor is free to specifically request Contracting Officer approval for international travel proposed

(c) Nothing specified above limits in any way the authority of the Contracting Officer to determine the allowability, allocability or reasonableness of any cost, including those relating to travel.

(d) The Contractor must retain for audit purposes a copy of each travel concurrence.

H.4 PERSONNEL APPROVALS (AIDAR 752.7007 AND 752.7027)

Contracting Officer's approval of personnel reimbursed under the Contract is required as specified in AIDAR 752.7007 and AIDAR 752.7027. Contracting Officer's approval of personnel is deemed provided in the following circumstances.

(a) CCN Employees Compensated below the FSN-9 Level

Any approval required by the contract for any employee who is (1) a citizen of North Macedonia (Cooperating Country National) and (2) whose salary, not including benefits, is equivalent to or less than the compensation specified for Grade 8, Step 14 in the North Macedonia Local Compensation as long as the position (not the person) was either (i) included in the Contractor's final cost proposal dated [REDACTED] or (ii) with written concurrence from the COR.

(b) Professional Level Employees and Consultants

For all employees other than those specified above, if Contracting Officer approval is required, it is deemed provided if all of the following conditions are met:

1. The Contractor obtains written concurrence from the COR for the employee proposed;
2. The proposed compensation for the employee, regardless of nationality, charged as a direct cost, does not exceed the market value as demonstrated in the Compensation Plan submitted by the Contractor in its final cost proposal dated [REDACTED]. Any revisions to the Compensation Plan will require Contracting Officer Approval; AND
3. The Contractor retains a fully-executed AID Form 1420, "Biographical Data Sheet", along with a certification that the proposed salary is consistent with market value, as defined in the approved compensation plan, in its files for audit, and will be available to USAID upon request by the CO or COR.

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

In cases where these conditions are not met, the Contractor is free to specifically request Contracting Officer approval for the individual proposed, although any such request must explain the basis for the compensation proposed.

Nothing specified above limits in any way the authority of the Contracting Officer to determine the allowability, allocability or reasonableness of any cost, including those relating to compensation. The requirements of AIDAR 752.7007, "Personnel Compensation," that (a) compensation paid by the Contractor be in accordance with the Contractor's established policies, procedures, and practices, and the applicable cost principles and (b) specific written approval is required when an employee's base annual salary plus overseas recruitment incentive, if any, exceeds the USAID Contractor Salary Threshold (USAID CST) (USAID/North Macedonia will only consider salaries in excess of the Contractor Salary Threshold if absolutely required and NO other candidate can fill the position), apply regardless of the language set forth above. In addition, the Contractor must also confirm with the Contracting Officer that Mission Director authorization exists (either specifically or through a general delegation) if it intends to provide compensation, benefits and allowances to cooperating country nationals and third country nationals that vary from those employed as direct hires by the USAID Mission as specified in AIDAR 722.170.

H.5 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor is reminded that U.S. Executive Orders (including E.O. 13224) and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. FAR 25.701 prohibits agencies and their Contractors and subcontractors from acquiring any supplies or services from individuals or organizations, if any proclamation, Executive Order, Office of Foreign Assets Control (OFAC) regulations, or statute administered by OFAC would prohibit such a transaction. Accordingly, the Contracting Officer must check the U.S. Department of the Treasury's OFAC List to ensure that the names of the Contractor and proposed subcontractors (and individuals from those organizations who have been made known to them), are not on the list. Mandatory FAR clause 52.225-13 Restrictions on Certain Foreign Purchases is included by reference in Section I.1 of this contract. By accepting this contract, the Contractor acknowledges and agrees that it is aware of the list as part of its compliance with the requirements of that clause.

H.6 DBA INSURANCE AND SERVICES AGENT

Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act), USAID's DBA insurance carrier is: Allied World Assurance Company (AWAC) under USAID contract number AID-OAA-C-16-00015.

A. RATES

Contract Year	Period of Performance	Services	Construction	Security
Base Period	12/1/15 - 11/30/17	\$2.00	\$4.50	\$7.50

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

Option 1	12/1/17 - 11/30/18	\$2.00	\$4.50	\$7.50
Option 2	12/1/18 - 11/30/19	\$2.00	\$4.50	\$7.50
Option 3	12/1/19 - 11/30/20	\$2.00	\$4.50	\$7.50 unless further revised

Security rate calculation for option periods:

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

- 1) If at the measurement date, the percentage of USAID security payroll remains between 0-10.0% of total payroll, the security rate in the next option period will be \$7.50/\$100 employee remuneration.
- 2) If at the measurement date, the percentage of USAID security payroll is above 10.0% to 25.0% of total payroll, the security rate in the next option period will be \$10.00/\$100 employee remuneration.
- 3) If at the measurement date, the percentage of USAID security payroll exceeds 25.0% of total payroll, the security rate in the next option period will be \$12.50/\$100 employee remuneration.
- 4) The term “wages” means the money rate at which the service rendered by an employee is compensated by an employer under the contract of hiring in force at the time of the injury, including the reasonable value of any advantage which is received from the employer and included for purposes of any withholding of tax under subtitle C of the Internal Revenue Code of 1954 [26 USC §§ 3101 et seq.] (relating to employee taxes). The term wages does not include fringe benefits, including (but not limited to) employer payments for or contribution to a retirement, pension, health and welfare, life insurance, training, social security or other employee or dependent benefit plan for the employee’s or dependent’s benefit, or any other employee’s dependent entitlement. Maximum rate of compensation shall not exceed 200 per centum of the applicable national average weekly wage (NAWW) as calculated by the Secretary of Labor. The current NAWW can be found at <http://www.dol.gov/owcp/dlhwc/nawwinfo.htm>.
- 5) The new rate structure aligns DBA rates to the likelihood that specific types of contracts will incur different frequency of DBA payouts and of differing dollar amounts. Those having greater risk pay greater premiums. Those with anticipated lower risk pay lesser premiums. The concept is to associate specific costs to a contract predicated upon the potential DBA risks under the same contract. The risk is predicated on the nature and inherent danger of certain categories of contracts (and performance under those awards).
- 6) For contracts that include Aviation, ground crews shall be categorized as Construction, and flight crew shall be categorized as Security.

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

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

B. OBTAINING DBA COVERAGE

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

AON Risk Insurance Services West, Inc.
2033 N. Main St., Suite 760
Walnut Creek, CA 94596-3722

Hours: 8:30 A.M. to 5:00 PM, Pacific Time

Primary Contact: Fred Robinson
Phone: (925) 951-1856
Fax: (925) 951-1890
Email: Fred.Robinson@aon.com

C. NOTICE OF EXCLUSION OF MEDICAL EVACUATION COVERAGE

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

D. WAIVERS FOR THIRD COUNTRY AND LOCAL NATIONALS

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

H.7 SUBCONTRACTING PLAN, INDIVIDUAL SUBCONTRACT REPORT (ISR) AND THE SUMMARY SUBCONTRACT REPORT

The Contractor's subcontracting plan dated [REDACTED] is hereby incorporated as a material part of this contract.

Effective December 30, 2005, USAID commenced participation in the electronic Subcontracting Reporting System (eSRS). As a result, hard copies of the SF-294 and SF-295 are no longer accepted and Contractors are required to submit these reports electronically. The requirement to report your use of subcontractors in the new eSRS applies to any contract in which there is a subcontracting plan to utilize U.S. small businesses.

If you need more information or to register in eSRS, please visit the official website at <http://www.esrs.gov>. Please note that contract data in eSRS is tied to the DUNS Number of record.

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

When submitting your individual and summary reports in eSRS, please be sure to include the email address of the Contract Officer specified on the contract.

H.8 CONSENT TO SUBCONTRACT

In accordance with FAR 52.244-2, Subcontracts, the Contracting Officer consents to the following subcontracts:

[TBD at time of award]

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

H.9 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

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

H.10 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the following equipment and/or resources: *[to be completed at time of award]*

H.11 LOGISTIC SUPPORT

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

H.12 LANGUAGE REQUIREMENTS

Contractor key personnel and/or consultants must have English and local language proficiency as needed to perform contract requirements.

H.13 GRANTS UNDER USAID CONTRACTS

Under this contract the Contractor may execute grants on behalf of USAID. If the Contractor awards grants under this contract, the Contractor must comply in all material respects with USAID's Automated Directives System (ADS) Chapter 303 (including mandatory and supplementary references) in awarding and administering grants, as well as the Code of Federal Regulations (CFR) 22 CFR 226 and 22 CFR 216.

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

In addition, the following requirements will apply to the grants awarded by the Contractor under this contract:

- a. The total value of any individual grant to any US non-governmental organization will not exceed \$100,000.00.
- b. The Contractor will only execute grants under the contract when it is not feasible to accomplish USAID objectives through normal contracts and grants awards executed by USAID because a selected service provider (training or research organization) is unable to enter into a contractual agreement with the offeror, a grant is the best mechanism to use to obtain the benefits derived from a partnership or alliance funded under this program, the burden of executing a number of small grant activities is particularly difficult for the responsible USAID Mission or office, or the grant program is incidental and relatively small in comparison to other technical assistance of the Contractor.
- c. USAID must be substantially involved in establishing selection factors and must approve the selection of grant recipients. Unless otherwise directed by the Contracting Officer, the COR will have authority to approve the grant recipient selection.
- d. Requirements which apply to USAID-executed grants will also apply to grants executed by the Contractor.
- e. USAID retains the right to terminate the grant activity (activities) unilaterally in extraordinary circumstances.
- f. The Contractor must follow the requirements of the FAR clause 52.203-16 – Preventing Personnel Conflicts of Interest in the selection and award of Grants Under Contracts.
- g. The Contractor must not execute or administer Cooperative Agreements on USAID’s behalf.
- h. The Contractor must close out all grants prior to the estimated completion date of this contract. For Closeout, the Contractor must comply in all material respects with Additional Help Document for ADS 302 and 303 titled ‘Guidance on Closeout Procedures for A&A Awards.’ <http://www.usaid.gov/ads/policy/300/302sat>.

H.14 ENVIRONMENTAL COMPLIANCE

(a) *Overall Environmental Guidance*

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

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

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

(3) 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.”)

(b) *Initial Environmental Examination*

The Initial Environmental Examination Request for Categorical Exclusion (RCE)# DCN: 2019-MAC-005 was approved by the BEO June 19, 2019. It is attached as Attachment J.3.

The IEE covers activities expected to be implemented under this Contract. USAID has determined that a Negative Determination with conditions applies to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The Contractor will be responsible for implementing all IEE conditions pertaining to activities to be funded under this Contract.

(c) *Integration of Mitigation Measures and Monitoring*

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

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

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

(d) When the approved Regulation 216 documentation is (1) an IEE that contains one or more Negative Determinations with conditions and/or (2) an EA, the Contractor must:

(1) Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan, the Contractor will prepare an EMMP or M&M Plan describing how the Contractor will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan will include monitoring the implementation of the conditions and their effectiveness.

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

- (2) Integrate a completed EMMP or M&M Plan into the initial work plan.
 - (3) Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.
- (e)(1) A provision for grants is included under this award; therefore, the Contractor will be required to use an Environmental Review Form (ERF) or Environmental Review (ER) checklist using impact assessment tools to screen grant proposals to ensure the funded proposals will result in no adverse environmental impact, to develop mitigation measures, as necessary, and to specify monitoring and reporting. Use of the ERF or ER checklist is called for when the nature of the grant proposals to be funded is not well enough known to make an informed decision about their potential environmental impacts, yet due to the type and extent of activities to be funded, any adverse impacts are expected to be easily mitigated. Implementation of grant activities cannot go forward until the ERF or ER checklist is completed and approved by USAID. The Contractor is responsible for ensuring that mitigation measures specified by the ERF or ER checklist process are implemented.
- (2) The Contractor will be responsible for periodic reporting to the USAID Contracting Officer Representative, as specified in the Schedule of this Contract.

H.15 DISCLOSURE OF INFORMATION

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

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

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

(d) Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, will be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

H.16 ADS 302.3.5.19 USAID-FINANCED THIRD-PARTY WEB SITES (NOV 2017)

(a) Definitions:

“Third-party web sites”

Sites hosted on environments external to USAID boundaries and not directly controlled by USAID policies and staff, except through the terms and conditions of a contract. Third-party Web sites include project sites.

(b) The Contractor must adhere to the following requirements when developing, launching, and maintaining a third-party Web site funded by USAID for the purpose of meeting the project implementation goals:

(1) Prior to Web site development, the Contractor must provide information as required in Section C-Statement of Work of the contract (including a copy of the Contractor’s privacy policy) to the Contracting Officer’s Representative (COR) for USAID’s Bureau for Legislative and Public Affairs (LPA) evaluation and approval. The Contractor must notify the COR of the Web site URL as far in advance of the site’s launch as possible and must not launch the Web site until USAID’s (LPA) approval has been provided through the COR. The Contractor must provide the COR with any changes to the privacy policy for the duration of the contract.

(2) The Contractor must collect only the amount of information necessary to complete the specific business need as required by statute, regulation, or Executive Order.

(3) The Contractor must comply with Agency branding and marking requirements comprised of the USAID logo and brandmark with the tagline “from the American people,” located on the USAID Web site at www.usaid.gov/branding, and USAID Graphics Standards manual at <http://www.usaid.gov>.

(4) The Web site must be marked on the index page of the site and every major entry point to the Web site with a disclaimer that states:
"The information provided on this Web site is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government."

(5) The Web site must provide persons with disabilities access to information that is comparable to the access available to others. As such, all site content must be compliant with the requirements of the Section 508 amendments to the Rehabilitation Act.

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

(6) The Contractor must identify and provide to the COR, in writing, the contact information for the information security point of contact. The Contractor is responsible for updating the contact information whenever there is a change in personnel assigned to this role.

(7) The Contractor must provide adequate protection from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted on the Web sites. To minimize security risks and ensure the integrity and availability of information, the Contractor must use sound: system/software management; engineering and development; and secure- coding practices consistent with USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved as quickly as possible or within 30 days. Contact the USAID Chief Information Security Officer (CISO) at ISSO@usaid.gov for specific standards and guidance.

(8) The Contractor must conduct periodic vulnerability scans, mitigate all security risks identified during such scans, and report subsequent remediation actions to CISO at ISSO@usaid.gov and COR within 30 workdays from the date vulnerabilities are identified. The report must include disclosure of the tools used to conduct the scans. Alternatively, the contractor may authorize USAID CISO at ISSO@usaid.gov to conduct periodic vulnerability scans via its Web-scanning program. The sole purpose of USAID scanning will be to minimize security risks. The Contractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above.

(c) For general information, agency graphics, metadata, privacy policy, and Section 508 compliance requirements, refer to <http://www.usaid.gov>

H.17 ADS 302.3.5.21 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCT 2014)

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

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

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

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

- (2) “Intellectual Work” includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the Contractor under the award, whether published or not. The term does not include the Contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

(b) Submissions to the Development Data Library (DDL)

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

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

- (3) The Contractor must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

- (4) The Contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.
- (5) The Contractor must not submit classified data to the DDL.

H.18 AUTHORIZED WORK WEEK

No overtime or premium pay is authorized under this contract. A six-day workweek is authorized for consultants and employees providing short-term (i.e., less than one year) technical assistance and non-professional (i.e., equivalent to FSN 8 and below on the LCP) level staff. Any other work week longer than five days is not allowed absent written approval from the Contracting Officer.

H.19 LOGISTIC SUPPORT GOVERNMENT FURNISHED FACILITIES OR PROPERTY

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

(b) If at any time it is determined that the Contractor, or any of its employees or consultants, have used U.S. Government facilities or personnel either in performance of the Contract itself, or in advance, without authorization in writing, by the Contracting Officer, then the amount payable under the Contract will be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the Contractor, as determined by the Contracting officer.

(c) If the parties fail to agree on an adjustment made pursuant to this clause it must be considered a "dispute" and will be dealt with under the terms of the "Disputes" clauses of the Contract.

H.20 RIGHT TO PROCURE FROM OTHER SOURCES (AUGUST 2016)

The Government, under the terms of this contract, retains the right to procure similar services from other sources during the period of this contract. USAID reserves the right to contract with other entities outside of this contract to develop and/or implement infrastructure activities and projects, including ones that have been identified, studied, developed and/or designed to a prescribed level by the Contractor under an approved Contract.

H.21 ELECTRONIC PAYMENTS SYSTEM

1. Definitions:

a. "Cash Payment System" means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.

b. “Electronic Payment System” means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.

2. The contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, subcontractors, or grants under contracts, where applicable.

3. Exceptions. The contractor is allowed the following exceptions, provided the contractor documents its contract file with the appropriate justification:

a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.

b. Cash payments made to payees where the contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.

c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants Under Contracts for less than \$3000, when payment through an electronic payment system is not reasonably available.

d. The contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the contractor’s written justification, which provides a basis and cost analysis for the requested exception.

4. More information about how to establish, implement, and manage electronic payment methods is available to contractors at <http://solutionscenter.nethope.org/programs/c2e-toolkit>.”

H.22 CLOUD COMPUTING (MAY 2016)

(a) Definitions. As used in this special contract requirement-

“Access” means the ability or opportunity to gain knowledge of Government or Government-related data or any other data collected or maintained on behalf of the United States Government under this contract.

“Cloud computing” means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

“Government data” means any information, document, media, or machine-readable material, regardless of physical form or characteristics, which is created or obtained in the course of official Government business.

“Government-related data” means any information, document, media, or machine readable material, regardless of physical form or characteristics, which is created or obtained by a Contractor through the storage, processing, or communication of Government data. This does not include a contractor’s business records, e.g., financial records, legal records, or data such as operating procedures, software coding or algorithms that are not uniquely applied to the Government data.

“Spillage” means a security incident that results in the transfer of classified or other sensitive or sensitive but unclassified information to an information system that is not accredited,(i.e., authorized) for the applicable security level of the data or information.

“Cloud Service Provider” or CSP means a company or organization that offers some component of cloud computing – typically Infrastructure as aService (IaaS), Software as a Service (SaaS) or Platform as a Service (PaaS) – to other businesses, organizations or individuals.

“Penetration Testing” means security testing in which assessors mimic real-world attacks to identify methods for circumventing the security features of an application, system, or network.

“Third Party Assessment Organizations” means an organization independent of the organization whose IT system is being assessed. They are required to meet the ISO/IEC 17020:1998 standards for independence and managerial competence and meet program requirements for technical FISMA competence through demonstrated expertise in assessing cloud-based solutions.

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as their name, Social Security Number (SSN), biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important to recognize that non-PII can become PII whenever additional information is made publicly available — in any medium and from any source — that, when combined with other available information, could be used to identify an individual. PII examples include name, address, SSN, or other identifying number or code, telephone number, and e-mail address. PII can also consist of a combination of indirect data elements such as gender, race, birth date, geographic indicator (e.g., zip code), and other descriptors used to identify specific individuals. When defining PII for USAID purposes, the term “individual” refers to a citizen of the United States or an alien lawfully admitted for permanent residence.

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

“Breach” means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic.

(b) Computing

This special contract requirement applies to the Contractor and all personnel providing support under this contract (hereafter referred to collectively as “Contractor”) and addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), E-Government Act of 2002 - Section 208 and Title III, Federal Information Security Management Act (FISMA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat 745), National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data.

(c) Limitations on access to, use and disclosure of, government data and Government-related data.

(1) The Contractor shall not access, use, or disclose Government data unless specifically authorized by the terms of this contract issued hereunder.

i. If authorized by the terms of this contract issued hereunder, any access to, or use or disclosure of, Government data shall only be for purposes specified in this contract.

ii. The Contractor shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and obligations.

iii. These access, use, and disclosure prohibitions and obligations shall remain effective beyond the expiration or termination of this contract.

(2) The Contractor shall use related Government data only to manage the operational environment that supports the government data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer.

(d) Records Management and Access to Information

(1) The Contractor shall support a system in accordance with the requirement for Federal agencies to manage their electronic records in accordance with capabilities such as those identified in the provisions of this contract, National Archives and Records Administration (NARA) retention policies.

(2) Upon request by the government, the Contractor shall deliver to the Contracting Officer all Government data and Government-related data, including data schemas, metadata, and other

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

associated data artifacts, in the format specified in the schedule or by the Contracting Officer in support of government compliance requirements to include but not limited to Freedom of Information Act, Privacy Act, e-Discovery, e-Records and legal or security investigations.

(3) The Contractor shall retain and maintain all Government data in accordance with records retention provisions negotiated by the terms of the contract and in accordance with USAID records retention policies.

(4) The Contractor shall dispose of Government data and Government-related data in accordance with the terms of the contract and provide the confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures.

(e) Notification of third party access to Government data: The Contractor shall notify the Government immediately of any requests from a third party for access to Government data or Government-related data, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or Local agency, that could result in the disclosure of any Government data to a third party. The Contractor shall cooperate with the Government to take all measures to protect Government data from any loss or unauthorized disclosure that might reasonably result from the execution of any such request, warrant, seizure, subpoena, or similar legal process.

(f) Spillage and Security Incidents: Upon written notification by the Government of a spillage or security incident, or the Contractor's discovery of a spillage or security incident, the Contractor shall coordinate immediately with the Office of Security at SECinformationsecurity@usaid.gov to correct the spillage or security incident in compliance with agency-specific instructions.

(g) Information Ownership and Rights: USAID information stored in a cloud environment remains the property of USAID, not the Contractor or cloud service provider (CSP). USAID retains ownership of the information and any media type that stores Government information. The CSP does not have rights to the USAID information for any purposes other than those explicitly stated in the contract.

(h) Security Requirements:

(1) The Contractor shall adopt and maintain administrative, technical, and physical safeguards and controls that meet or exceed requirements contained within the Federal Risk and Authorization Management Program (FedRAMP) Cloud Computing Security Requirements Baseline, current standard for NIST 800-53, including Appendix J, and FedRAMP Continuous Monitoring Requirements for the security level and services being provided, in accordance with the security categorization or impact level as defined by the government based on the Federal Information Processing Standard (FIPS) Publication 199 (FIPS-199).

(2) The Contractor shall comply with FedRAMP requirements as mandated by Federal laws and policies, including making available any documentation, physical access, and logical access needed to support this requirement. The Level of Effort for the security assessment and authorization (SA&A) is based on the system's complexity and security categorization. The

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

Contractor shall create, maintain and update the following documentation using FedRAMP requirements and templates, which are available at <http://FedRAMP.gov>.

(3) The Contractor must support SA&A activities to include assessment by an accredited Third Party Assessment Organization (3PAO) initially and whenever there is a significant change to the system's security posture in accordance with the FedRAMP Continuous Monitoring Plan. The Contractor must make available to the Contracting Officer, the most current, and any subsequent, Security Assessment Reports for consideration as part of the Contractor's overall Systems Security Plan.

(4) The Government reserves the right to perform or request Penetration Testing by an independent source. If the Government exercises this right, the Contractor shall allow Government employees (or designated third parties) to conduct Security Assessment activities to include control reviews in accordance with FedRAMP requirements. Review activities include but are not limited to scanning operating systems, web applications, databases, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of Government information for vulnerabilities.

(5) Identified gaps between required FedRAMP Security Control Baselines and Continuous Monitoring controls and the Contractor's implementation as documented in the Security Assessment Report must be tracked by the Contractor for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the gaps, the Government may require them to be remediated before a provisional authorization is issued.

(6) The Contractor is responsible for mitigating all security risks found during SA&A and continuous monitoring activities. All high-risk vulnerabilities must be mitigated within thirty (30) days and all moderate risk vulnerabilities must be mitigated within sixty (60) days from the date vulnerabilities are formally identified. The Government will determine the risk rating of vulnerabilities.

(7) The Contractor shall provide access to the Federal Government, or their designee acting as their agent, when requested, in order to verify compliance with the requirements and to allow for appropriate risk decisions for an Information Technology security program. The Government reserves the right to conduct onsite inspections. The Contractor must make appropriate personnel available for interviews and provide all necessary documentation during this review and as necessary for continuous monitoring activities.

(i) Privacy Requirements: Cloud Service Provider (CSP) must understand and adhere to applicable federal Privacy laws, standards, and guidance to protect Personally Identifiable Information (PII) about individuals that will be collected and maintained by the Contractor solution. The Contractor responsibilities include full cooperation for any request for disclosure, subpoena, or other judicial process seeking access to records subject to the Privacy Act of 1974.

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

(j) Data Location: The Contractor must disclose the data server locations where the Agency data will be stored as well as the redundant server locations. The Contractor must have prior Agency approval to store Agency data in locations outside of the United States.

(k) PII Breach Response: The Contractor is responsible for timely breach reporting, individual notification, mitigation, cost and containment resulting from PII Breaches. The Contractor must document and provide to the COR and USAID Chief Privacy Officer (privacy@usaid.gov) a plan describing in detail their breach response policies and processes addressing these issues to include credit monitoring or other appropriate relief to affected individuals.

(l) Terms of Service (ToS): The Contractor must disclose any requirements for terms of service agreements and clearly define such terms prior to contract award. All ToS provisions regarding controlling law, jurisdiction, and indemnification must align with Federal statutes, policies, and regulations.

(m) Service Level Agreements (SLAs): The Contractor must be willing to negotiate service levels with USAID; clearly define how performance is guaranteed (such as response time resolution/mitigation time, availability, etc.); monitor their service levels; provide timely notification of a failure to meet the SLAs; and evidence that problems have been resolved or mitigated. Additionally, at USAID's request, the Contractor must submit reports or provide a dashboard where USAID can continuously verify that service levels are being met. Where SLAs fail to be met, USAID may assess monetary penalties or service credit.

(n) Trusted Internet Connection (TIC): The Contractor must route all USAID traffic through the TIC. (o) Forensics, Freedom of Information Act (FOIA), Electronic Discovery: The Contractor must allow USAID access required to retrieve information necessary for FOIA and Electronic Discovery activities, as well as, forensic investigations for both criminal and non-criminal purposes without their interference in these activities. USAID may negotiate roles and responsibilities for conducting these activities in agreements outside of this contract.

(1) The Contractor must ensure appropriate forensic tools can reach all devices based on an approved timetable.

(2) The Contractor must not install forensic software or tools without the permission of USAID.

(3). The Contractor, in coordination with USAID Bureau for Management, Office of The Chief Information Officer (M/CIO)/ Information Assurance Division (IA), must document and guarantee the preservation of data required for these activities.

(4) The Contractor, in coordination with USAID M/CIO/IA, must clearly define capabilities, procedures, roles and responsibilities and tools and methodologies for these activities.

(p) The Contractor shall include the substance of this special contract requirement, including this paragraph (p), in all subcontracts, including subcontracts for commercial items.

**H.23 LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY
(DEVIATION NOS. M/OSS-DEV-FAR-18-2c AND M/OAA-DEV-AIDAR-18-2c)
(APRIL 2018)**

(a) Definitions. As used in this contract –

“Information Technology” means

(1) Any services or equipment, or interconnected system(s) or subsystem(s) of equipment, that are used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency; where

(2) such services or equipment are 'used by an agency' if used by the agency directly or if used by a contractor under a contract with the agency that requires either use of the services or equipment or requires use of the services or equipment to a significant extent in the performance of a service or the furnishing of a product.

(3) The term "information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including provisioned services such as cloud computing and support services that support any point of the lifecycle of the equipment or service), and related resources.

(4) The term "information technology" does not include any equipment that is acquired by a contractor incidental to a contract that does not require use of the equipment.

(b) The Federal Information Technology Acquisition Reform Act (FITARA) requires Agency Chief Information Officer (CIO) review and approval of contracts that include information technology or information technology services.

(c) The Contractor must not acquire information technology as defined in this clause without the prior written approval by the contracting officer as specified in this clause.

(d) Request for Approval Requirements:

(1) If the Contractor determines that any information technology will be necessary to meet the Government's requirements or to facilitate activities in the Government's statement of work, the Contractor must request prior written approval from the Contracting Officer.

(2) As part of the request, the Contractor must provide the Contracting Officer a description and an estimate of the total cost of the information technology equipment, software, or services to be procured under this contract. The Contractor must simultaneously notify the Contracting Officer's Representative (COR) and the Office of the Chief Information Office at ITAuthorization@usaid.gov.

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

(e) The Contracting Officer will provide written approval to the Contractor through modification to the contract expressly specifying the information technology equipment, software, or services approved for purchase by the COR and the Agency CIO. The Contracting Officer will include the applicable clauses and special contract requirements in the modification.

(f) Except as specified in the contracting officer's written approval, the Government is not obligated to reimburse the Contractor for any costs incurred for information technology as defined in this clause.

(g) The Contractor must insert the substance of this clause, including this paragraph (g), in all subcontracts

[END OF SECTION H]

PART II – CONTRACT CLAUSES

SECTION I- CONTRACT CLAUSES

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

This contract incorporates one of 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 address:

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

I.2 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" as follows:

NUMBER	<i>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)</i> TITLE	DATE
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEE OF WHISTLEBLOWER RIGHTS	APR 2014
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2018
52.204-13	SYSTEM FOR AWARD MANAGEMENT SYSTEM MAINTENANCE	OCT 2018
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	OCT 2016
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL 2018

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	AUG 2019
52.209-6	PROTECTING THE GOVERNMENT INTERESTS WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT	OCT 2015
52.209-9	UPDATES OF PUBLICALLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.210-1	MARKET RESEARCH	APR 2011
52.215-2	AUDIT AND RECORDS—NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	AUG 2018
52.216-8	FIXED-FEE	JUN 2011
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.217-8	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT	OCT 1997
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	SEP 2016
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	OCT 2015
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB 2016
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	JAN 2019
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014
52.228-7	INSURANCE-- LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	OCT 2015
52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES - FOREIGN CONCERNS	OCT 2015
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUNE 2010
52.232-9	LIMITATION ON WITHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-25	PROMPT PAYMENT	JAN 2017
	ALTERNATE I	FEB 2002

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANANGEMENT	OCT 2018
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD ALTERNATE I	AUG 1996 JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	MAY 2014
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52-242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I	AUG 1987 APR 1984
52.243-7	NOTIFICATION OF CHANGES	JAN 2017
52.244-2	SUBCONTRACTS ALTERNATE I	OCT 2010 JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	AUG 2019
52.245-1	GOVERNMENT PROPERTY	JAN 2017
52.245-9	USE AND CHARGES	APR 2012
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52-247-67	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.3 AIDAR 752.252-2 AIDAR CLAUSES INCORPORATED BY REFERENCE (MAR 2015)

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

<i>NUMBER</i>	<i>TITLE</i>	<i>DATE</i>
752.202-1	DEFINITIONS.	JAN 1990
752.202-1(b)	USAID DEFINITIONS CLAUSE – GENERAL SUPPLEMENT FOR USE IN ALL USAID CONTRACTS (ALTERNATE 70)	JAN 1990
752.202-1(d)	USAID DEFINITIONS CLAUSE – SUPPLEMENT FOR USAID CONTRACTS INVOLVING PERFORMANCE OVERSEAS (ALTERNATE 72)	JUN 2009
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	MAR 2015
752.219-70	USAID MENTOR- PROTÉGÉ PROGRAM	JUL 2007
752.222-70	USAID DISABILITY POLICY	DEC 2004
752.222-71	NONDISCRIMINATION	JUN 2012
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007
752.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	JUL 1997
752.228-9	CARGO INSURANCE	DEC 1998
752.231-72	CONFERENCE PLANNING AND REQUIRED APPROVALS	AUG 2013
752.242-70	PERIODIC PROGRESS REPORTS	OCT 2007
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	JUL 1997
752.245-71	TITLE TO AND CARE OF PROPTERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	JUN 2018
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
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	APR 2014
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991
752.7036	USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION	JUL 2014
752.7037	CHILD SAFEGUARDING STANDARDS	AUG 2016
752.7038	NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES OR SERVICES	OCT 2016

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

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

**I.5 FAR 52.229-8 TAXES – FOREIGN COST-REIMBURSEMENT CONTRACT
(MAR 1990)**

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

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

I.6 AIDAR 752.231-71 SALARY SUPPLEMENTS FOR HG EMPLOYEES (MAR 2015)

(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/hers 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.

(c) The Contractor must insert a clause containing all the terms of this clause, including the requirement to obtain the written approval of the contracting officer for all salary supplements, in all subcontracts under this contract that may entail HG employee salary supplements.

I.7 AIDAR 752.229-71 REPORTING OF FOREIGN TAXES (JUL 2007)

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

(b) Contents of report. The report must contain:

(1) Contractor name.

(2) Contact name with phone, fax number and email address.

(3) Contract number(s).

(4) 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.

(5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third-party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be included in the report for Lesotho (or South Africa).

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

(6) Any reimbursements received by the contractor during the period in paragraph (b)(4) of this clause regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in paragraph (b)(4) of this clause received through March 31.

(7) Report is required even if the contractor did not pay any taxes during the reporting period. (8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

(c) Definitions. As used in this clause—

(1) *Agreement* includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

(2) *Commodity* means any material, article, supply, goods, or equipment.

(3) *Foreign government* includes any foreign governmental entity.

(4) *Foreign taxes* mean value-added taxes and customs duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) *Where*. Submit the reports to:

U.S. Agency for International Development
USAID/North Macedonia
Ul. Samoilova 21
1000 Skopje, Macedonia
Attn. Gjoko Vasilevski
E-mail: dvasilevski@usaid.gov

(e) *Subagreements*. The contractor must include this reporting requirement in all applicable subcontracts and other subagreements.

(f) For further information see <http://2001-2009.state.gov/s/d/rm/c10443.htm>.

[END OF SECTION I]

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

SECTION J - LIST OF ATTACHMENTS

- Attachment 1: SRMA Statement of Objectives
- Attachment 2: SRMA Branding Strategy
- Attachment 3: Initial Environmental Examination for SRMA
- Attachment 4: Past Performance Information Sheet
- Attachment 5: Budget Template
- Attachment 6: Salaries Table from Local Compensation Plan (LCP) for North Macedonia

FORMS:

USAID Form 1420-17 - Contractor Biographical Data Sheet

Please Locate the Form at: <http://www.usaid.gov/forms>

SF LLL - Disclosure of Lobbying Activities

Please Locate the Form at: <http://www.usaid.gov/forms>

[END OF SECTION J]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

<i>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)</i>		
NUMBER	TITLE	DATE
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS – REPRESENTATION	JAN 2017
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION	NOV 2015
52.222-38	COMPLIANCE WITH VETERANS’ EMPLOYMENT REPORTING REQUIREMENTS	FEB 2016
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	MAR 2015
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003

K.2 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2019)AN
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(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is \$16.5 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 provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

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

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

(i) Paragraph (d) applies.

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

(c)

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

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

(A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

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

- (i) [52.204-17](#), Ownership or Control of Offeror.
- (ii) [52.204-20](#), Predecessor of Offeror.
- (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.
- (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vii) [52.227-6](#), Royalty Information.
 - (A) Basic.
 - (B) Alternate I.
- (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause #	Title	Date	Change

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

K.3 FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEC 2019)

The Offeror shall not complete the representation in this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract,

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

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

“Covered telecommunications equipment or services”, “critical technology”, and “substantial or essential component” have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that it will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services”, the Offeror shall provide the following information as part of the offer—

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

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

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

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

K.4 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)

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.

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

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 \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

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

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

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

Date of Disclosure Statement: _____ Name and Address of Cognizant
ACO or Federal Official Where Filed: _____

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

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

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

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

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

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

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

K.5 FAR 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.6 FAR 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (JUN 2018)

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) *Certification.* [Offeror shall check either (1) or (2).]

(1) The Offeror certifies that—

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the Internet at <https://www.state.gov/t/avc/rls/rpt/>; and

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

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

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

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

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

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

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

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

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

(d) Do not submit an offer unless—

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

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

- (i) Waived application under 22 U.S.C. 2593e(d) or (e); or
- (ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) *Remedies*. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

K.7 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.8 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has filed the most recent VETS-4212 Report required by that clause.

K.9 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and

[] agrees to the terms and conditions set forth therein; or

[] has the following exceptions (continue on a separate attachment page, if necessary):

K.10 AUTHORIZED NEGOTIATORS

The Offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

[list names, titles, and telephone numbers of the authorized negotiators].

**K.11 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS
(JUL 2013)**

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

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

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

K.12 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. In addition, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/>(FAR); and
<http://www.usaid.gov/ads/policy/300/aidar> (AIDAR).

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
NUMBER	TITLE	DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2017
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES— IDENTIFICATION OF SUBCONTRACTOR EFFORT	OCT 2009
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	MAR 2015
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	MAR 2015

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

The Government contemplates award of a Cost-Plus-Fixed-Fee Completion Type contract resulting from this solicitation.

L.3 FAR 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 Government Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Agency for International Development
Attn: Edward Acevedo, Contracting Officer
Regional Contracting Office -USAID/Kosovo,
Email: eacevedo@usaid.gov

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

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

(c) A copy of the protest shall also be faxed to USAID's Office of General Counsel (GC/LE) at (202) 216-3058.

L.4 GENERAL INSTRUCTIONS TO OFFERORS

(a) Number of awards: The U.S. Government anticipates making one (1) award as a result of this solicitation. The issuance of this solicitation does not in any way obligate the U.S. Government to award a contract.

(b) Statement of Objectives (SOO): The offerors must use the SOO of this solicitation (see Attachment J.1 to this RFP) to develop a Performance Work Statement (PWS) per FAR 37.602. The successful offeror's PWS will become Section C of the resulting contract.

(c) Solicitation Instructions: Proposals must be submitted in accordance with the instructions set forth in Section L of this solicitation. If an Offeror does not follow the instructions, the Offeror's proposal may be eliminated from further consideration or the proposal may be downgraded and not receive full or partial credit under the applicable evaluation criteria. The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract.

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

(e) Pre-award Survey: USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the activity; (2) a review of the prospective prime contractor's financial condition, accounting system, business and personnel procedures; and (3) site visits to the prospective prime contractor's facilities and on-going job sites.

(f) Offer Acceptability: The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the solicitation and prospective contract. The offer must include the following:

- (1) Completion of Standard Form (SF) 33, Blocks 12 through 18;
- (2) Submission of proposed costs/prices and indirect cost information as required by Section B and Section L.11 of this solicitation;
- (3) Completion of the "Representations, Certifications, and Other Statements of Offerors" in Section K: an Offeror and each proposed major subcontractor may reference its representations, certifications and other statements if they are registered at <https://www.uscontractorregistration.com>. All Offerors must be registered in the System for Award Management (SAM) available at <https://www.sam.gov> before award. However, if an Offeror is not registered prior to submission of its proposal(s), the Offeror and each

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

proposed major subcontractor must complete all representations, certifications, and other statements of Offerors as required in Section K, and sign and date on the last page in the space provided; and

(4) Submission of information required by Section L or any other section of this solicitation.

(g) Cost of Proposal Preparation: The U.S. Government will not pay for any costs incurred in the preparation and submission of a written proposal and preparation/delivery of oral presentations.

(h) Offer Validity: Pursuant to Block 12 of the Standard Form 33 of this solicitation, Offerors are requested to indicate the duration of the validity of their offer in box 12 of the SF 33. The offer must be valid for at least 180 days from the date that the offer is submitted to allow sufficient time to evaluate proposals, to complete discussions (as appropriate), and to make award.

(i) Technically Unacceptable Proposal: Cost analysis will not be performed on a cost proposal for which the technical proposal is found to be technically unacceptable and is therefore not eligible for award.

(j) Length and Format of Proposals: Proposals MUST be prepared in two separate volumes – Volume I (Technical Proposal) and Volume II (Cost Proposal). The Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing or cost data in order that the technical evaluation may be made strictly on the basis of technical merit.

(k) Branding Implementation Plan and Marking Plan: Offerors who are determined to be in the competitive range, or the apparently successful Offeror should no competitive range be established, must submit a branding implementation plan and marking plan which complies with Section D of this solicitation. *Offerors do not need to submit a branding implementation plan and marking plan with their initial proposals.*

L.5 DELIVERY INSTRUCTIONS

(a) Submission, Marking, and Copies: The Offeror must submit the proposal through electronic submission. All non-protest, pre-award correspondence regarding this solicitation, including questions, requests for clarification, and proposals must be submitted via electronic mail to Florentin Emini, Acquisition and Assistance Specialist at femini@usaid.gov, with cc to Rade Knezevic, Acquisition and Assistance Specialist, at rknezevic@usaid.gov.

The subject line of each email must contain the following keywords and information:

Solicitation number: 72016520R00001

Activity Short Name: SRMA

Name of offeror: _____

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

Specify whether the attachment to the e-mail contains the offeror's technical or cost proposal; and if it contains more than one file, identify through sequential numbering which part of the technical or cost proposal is attached to the email. Thus, the subject line of each e-mail should appear as follows:

72016520R00001: SRMA, Offeror Name, Technical Proposal, Volume 1, email x of y; or

72016520R00001: SRMA, Offeror Name, Cost Proposal, Volume 2, email x of y.

All questions and requests for clarification must be received by the date and time shown on the cover sheet of the solicitation. No questions will be accepted after this date and time.

When submitting the proposals, the following documents must be attached:

1. The complete Technical Proposal in Adobe Acrobat portable document format (.pdf) (if necessary to comply with email size restrictions, this may be broken into separate, but sequential, parts);
2. In addition to including this information in the entire Technical Proposal submitted in Adobe Acrobat, the Technical Proposal Body must be separately submitted in Microsoft Word;
3. The complete Cost Proposal in Adobe Acrobat portable document format (.pdf) (if necessary to comply with email size restrictions, this may be broken into separate, but sequential, parts); and
4. In addition to including this information in the entire cost proposal submitted in Adobe Acrobat, all required spreadsheets must also be separately submitted in unprotected Microsoft EXCEL format.

Both the Technical and Cost proposals must be signed by an official who is authorized to negotiate and make decisions on behalf of the organization/offeror. The USAID email gateway accepts messages whose total size with attachments is 8 MB. Zipped or compressed files are not accepted.

(b) Closing Date and Time: An offeror must submit by email signed and dated proposals not later than on the date indicated in the cover letter of this solicitation. If an offer is received late and is not eligible for consideration in accordance with FAR 15.208 and FAR 52.215-1, then the Government will reject that offer without evaluation.

L.6 GENERAL INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

Technical proposals are limited to **20 pages (Any pages beyond these twenty will NOT be given to the evaluators and will not be evaluated)**. Technical proposals shall be written in English on A4-size, 216mm by 297mm paper and typed using 11 point font size with each page numbered consecutively, and submitted in Microsoft Word. Proposals must be legible. Pages that

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

contain a table, chart, graph, etc. that are not otherwise excluded below are subject to the 20 page limitation. Double sided pages count as 2 pages.

Required order:

1. Cover/Title page (not to exceed one [1] page);
2. Table of contents;
3. List of acronyms;
4. Technical Approach;
5. Monitoring, Evaluation and Learning Plan;
6. Personnel and Management Approach;
7. Past Performance;
8. Annexes

The technical proposal must be organized according to the evaluation factors in Section M (i.e. the proposal must have three main sections) and must address all evaluation factors in Section M.

(a) General: The technical proposal must be organized according to the evaluation factors in Section M.2 and must address all evaluation factors. The Technical Proposal will consist of the Technical Proposal Body and Annexes. These two parts together will constitute the Offeror's technical proposal (and be physically bound together, if possible, and electronically in a single .pdf document). The proposal must be well organized, complete, specific, clear and succinctly presented.

(b) Page Limitation: The technical proposal is strictly limited to no more than 20 pages in length excluding those documents listed below. The technical proposal must be written in English using Times New Roman font point size 11 or more with one-inch margins all around, typed on standard 8.5" x 11" (210 mm by 297 mm) or A4 paper, single spaced with each page numbered consecutively. Proposals must be legible and require no magnification. The technical proposal must be submitted in Adobe Acrobat (PDF) format, along with a Microsoft Word copy of the technical proposal body. Failure to comply with these instructions may be grounds for exclusion from further consideration.

(c) Content:

Generally. The technical proposal in response to this solicitation must address how the offeror intends to carry out and achieve the Statement of Objectives (SOO) contained in Attachment J.1 of this solicitation. It must reflect a clear technical understanding of the objectives and outcomes to be achieved and must clearly describe how the proposed approach and methodology will best achieve the purpose and objectives of this activity by addressing the operating constraints and challenges/problems presented in the background of the SOO. It should also convey a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal will describe the Offeror's capabilities and expertise with respect to achieving the objectives of this activity within available resources. The proposal must be specific, complete, concise, and responsive to the instructions contained herein.

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

The proposals must align and implement the principles of USAID's new J2SR strategy: private sector engagement, domestic resource mobilization, results focus and strategic partnerships for sustainability.

Innovation and New Approaches. Innovation is a cross-cutting goal of this activity. USAID/North Macedonia believes that new, more efficient and effective, solutions must be employed to achieve SRMA's goal. For the purposes of SRMA, the definition of an innovation is "a new solution with the transformative ability to accelerate impact." An innovation: can be fostered by the introduction of new technologies; can entail improved ways of working with new and diverse partners; can involve new social and business models or policy; can involve creating new financing mechanisms; or can include significant advances in delivering products and services. New and diverse approaches *should* include methods of engagement with the Government of North Macedonia that foster collaboration and ownership of results.

USAID/North Macedonia uses guiding principles to facilitate innovation that should be employed as part of SRMA:

The Activity must build capacity and commitment, and help catalyze, facilitate, and leverage domestic and international funds, but will not finance public investment projects, either directly or indirectly, in part or in total.

- The Activity must align with USAID's Private Sector Engagement policy to the maximum extent possible.¹
- The Activity must develop a non-partisan, clear set of criteria to identify participating local governments. The Activity must be results oriented and foster effective partnerships that will last beyond the life of the Activity in line with USAID's J2SR framework; sustainability of results and continuation of effective intervention is key.
- The Activity must leverage existing training resources within the GoNM to help achieve the Activity's goal and objectives.

All aspects of the proposal should demonstrate the Offeror's innovative approach to the activity. USAID/North Macedonia has no preconceived solutions for how to integrate innovations into each of SRMA's objectives; however, offerors must explicitly address all principles in their proposal.

(d) Organization: The technical proposal must be organized according to the evaluation factors in Section M.2 and must address all evaluation factors in Section M.2. Specifically, the technical proposal must be organized as follows:

1. Cover/Title page (not to exceed one [1] page);
2. Table of contents;
3. List of acronyms;
4. Technical Approach;

¹ <https://www.usaid.gov/sites/default/files/documents/1865/USAIDPrivate-SectorEngagementPolicy.pdf>

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

5. Monitoring, Evaluation and Learning Plan;
6. Personnel and Management Approach;
7. Past Performance;
8. Annexes

Annexes to the technical proposal must be separately tabbed and identified and are limited to the following:

Annex A	Performance Work Statement (see Section L.7). Maximum 15 pages.
Annex B	Deliverables (see Section 4 of the SOO and Section L.7). This will be included in Section B of the final contract (do not include cost information in this annex).
Annex C	Draft Year One Work Plan (including timeline) (see Section L.7)
Annex D	Key Personnel Roles and Qualifications (see Section L.9)
Annex E	CVs/Resumes of Named Key Personnel and References (see Section L.9)
Annex F	Signed Letters of Commitment from Each Key Personnel Candidate (see Section L.9)
Annex G	Organizational Chart for SRMA (see Section L.9)
Annex H	Signed letters of commitment/MOUs (see Section L.9)
Annex I	Past Performance Information Sheets (see Attachment J.4 to this RFP). Maximum of three pages per sheet.
Annex J	Detailed MEL Plan. Maximum 10 pages.
Annex K	List of Recent eSRS reports/SF 294s. Provide a list of the recent eSRS reports that are in the eSRS system and SF 294s (subcontracting reports) that are not included in the eSRS system, as set forth in Section L.10 below. Additionally, please include the narrative described in Section L.10(d)(3)(A).

These sections, including the annexes where relevant, must include all information required to fairly evaluate the offeror under the applicable evaluation factor. Specific guidance on the content of each of these sections is set forth below in Sections L.7 through L.10.

L.7 TECHNICAL APPROACH (see Section M.3)

The Technical Approach must be clear, logical, technically sound, and reflect an appreciation for the likely problems to be encountered during implementation. The Technical Approach will include a descriptive section in the body of the technical proposal, with detailed annexes as described below.

The Technical Approach will present a comprehensive technical discussion that clearly demonstrates how the Offeror will achieve the objectives outlined in the Statement of Objectives in an informed, theoretically coherent, comprehensive and feasible manner; demonstrate how the Offeror is planning to work closely with GOR (both at the central and district levels), other USAID-funded activities, donors and other partners; describe the strategy to promote the sustainability of activities, including consideration of financial sustainability and plans to build

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

local institutional capacity; and reflect an understanding of existing initiatives, organizations, networks, and strategies in North Macedonia and how SRMA will support them. Additionally, the Technical Approach will support the Performance Work Statement and add further detail on the implementation of the activity.

The Performance Work Statement (PWS) proposed by the successful Offeror, submitted as Annex A, will become Section C of the resulting contract. The PWS must outline the proposed approach, methodologies, and interventions for addressing contextual challenges and achieving all three (3) objectives described in the SOO with deliverables, results, and deliverable metrics. It must logically explain how achievement of all three objectives will reach the overall activity goal (as defined in the SOO). The Offeror's PWS must include a theory of change using a systems approach (see "Background" section below), outlining how the interventions that support each objective work together to achieve the project goal.

The PWS must include the following sections, in the specified order:

1. Objective;
2. Background;
3. Results and Goals;
4. General Program Parameters; and
5. Services/Tasks Required.

The PWS must be written from the perspective of USAID. For example, the PWS will say, "the Contractor must..." as opposed to "we will..."

Objective: The Objective section of the PWS must define the activity's purpose and objective(s) in the simplest terms and at a high level. It should describe why USAID must support the activity, and what USAID should expect to gain from it.

Background: The Background section must present the problems the Offeror intends to address in the North Macedonia financial sector, business development service sector, employment creation facilitation, and policy environment.

Results and Goals: The Results and Goals section will provide a brief statement of what USAID expects to accomplish as a result of successfully completing this activity and how USAID will measure success. Specific deliverables, indicators, and tasks should not, however, be included here. They will be presented in the Services/Tasks Required section later in the document.

General Program Parameters: Program parameters are the defining characteristics of the activity. This section must discuss expectations and priorities with regard to:

- a. Target Beneficiaries
- b. Geographic Focus
- c. Sustainability (if not incorporated sufficiently into services/tasks/activities)
- d. Gender (if not incorporated sufficiently into services/tasks/activities)
- e. Cross-Cutting Themes (e.g., Youth, Disability, Partnerships)

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

- f. Management Approach/Staffing Requirements
- g. General Implementation Approach or Guiding Principles

Services/Tasks Required: The Services/Tasks Required section must include a description of the actual tasks that the Contractor will complete. The tasks proposed must be clearly linked to successful performance of the contract. This section must cover the technical services/interventions and provide required or illustrative services/tasks or interventions by activity component. It must include details on tracking the results/outcomes and on the management required.

In addition, in Annex B, the Offeror must propose a table of Deliverables (ensuring that no cost information is included in the table as part of the technical proposal) which must align with the targets proposed in Section B.8 and which will be incorporated into the contract at the time of award. This table must be prepared according to the instructions given in Section 4 of the SOO.

The detailed draft Year One Work Plan (Annex C) must include a schedule of interventions and tasks planned to be conducted, and the inputs planned to be provided by the Contractor. It must also include a description of planned interventions and tasks. The detailed draft Year One Work Plan must also describe contract-level outputs and deliverables that the Offeror expects to achieve during the period, linked to the performance indicators set forth in the Monitoring, Evaluation and Learning Plan (see Section L.8 below).

The Offeror *may* propose a Grants under Contract component to its Technical Approach not to exceed \$150,000 in value. *If* using this mechanism, Offerors must define clear criteria and objectives for small grant awards that would require the grants to: i) have financial cost-sharing from recipients, ii) be performance based (paid based on performance), and iii) be directly linked to one of the three objectives of SRMA stated in the SOO.

In addition, in the body of the technical approach, the Offeror must describe how it plans to work closely with the GONM, other USAID-funded activities, donors and other partners- particularly private sector actors- to maximize USG investments, and to ensure strong coordination with preexisting public and private investments and with GONM strategies. Offerors must also provide their plan for coordination and sustainability, including a detailed strategy of the planned coordination along with how local organizations- private, civil society, or public- will take over all activities by the end of the contract.

Also in the body of the technical approach, the Offeror must describe the Offeror's strategy for a rapid and effective launch of project activities and a realistic approach to implement the PWS. This plan for mobilization must address technical, management, and logistical requirements that include: planning and schedule for an in-country mobilization of the Chief of Party and rapid mobilization of other key personnel, long-term expatriate and/or local staff. The focus of initial activities must be on reducing any start-up backlog and/or delay. It must also describe how the Offeror will quickly secure host country government support and build relationships with other USAID-funded activities.

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

Finally, the Offeror must address all of the program parameters and implementation requirements included in the SOO, including market distortion, collaborating, learning, and adapting, gender concerns and environmental best practices.

L.8 MONITORING, EVALUATION AND LEARNING PLAN (see Section M.4)

The Offeror must provide a draft activity Monitoring, Evaluation, and Learning (MEL) Plan that includes an activity-level log-frame that clearly articulates the links between inputs, activities, outputs, results, the goal, and deliverables/outputs (provided in Annex B, “Deliverables/Outputs”). The MEL Plan must identify objectively verifiable indicators, methods of verification, and critical assumptions that are included in the activity’s theory of change.

The MEL Plan section must:

- Describe a robust and cost-effective Monitoring, Evaluation and Learning (MEL) system, including a strategy to collect and monitor data, a data quality assurance strategy, and any proposed collaboration or capacity-building on MEL with local partners involved in activity implementation;
- Include a strategy for building the capacity of Government of North Macedonia for collecting, managing, and reporting;
- Provide a framework for monitoring progress toward achieving each of the technical objectives;
- Explain the rationale for the proposed program results, indicators and targets over the life of the activity;
- Describe approaches to collaboration with research and evaluation partners, as well as an internal MEL system that allows for mid-course corrections and adaptations to approaches as needed;
- Include potential sources of information that the Offeror considers appropriate, reliable, and available to monitor the SRMA activity; and
- Describe the Offeror’s strategy for supporting data-driven management of SRMA to clarify and focus activity objectives and serve as an early warning system, forecasting, and reporting tool.
- In addition to any process or output indicator, include outcome level indicators that will clearly measure and indicate the achievement of key results;

The Offeror must be prepared to monitor and report results at the national level.

L.9 PERSONNEL AND MANAGEMENT APPROACH (see Section M.5)

This section must include three components which collectively make up the Personnel and Management Approach: key personnel, management capability, and management and staffing plan.

(a) Key Personnel

Offerors must propose a Chief of Party (COP) that meet or exceed the qualifications listed in Section F.

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

Offerors *may* propose up to three additional key personnel roles. For each additional proposed key personnel, the Offeror must identify the position title and provide position descriptions, including roles and responsibilities and minimum or desired qualifications (experience, education, skills, etc.). The position descriptions will be provided as Annex D, if applicable. Additionally, in the content of the technical proposal, the Offeror must describe how the proposed Key Personnel's qualifications will assist the Offeror in implementing SRMA, accomplishing the results, including the estimated time each of these staff members will devote to the program, and how they will meet the indicator targets proposed in the PWS.

In Annex E, Offerors must submit individual names, CVs, and references for the COP, and any other proposed Key Personnel position(s)

. The page limit for each CV is two (2) pages. Each individual proposed must also provide three (3) recent references with name, position title, valid email address and telephone number, and the relationship to the proposed candidate.

In Annex F, each proposed Key Personnel candidate will provide a signed letter of commitment indicating his/her: (a) availability to serve in the stated position; (b) intention to serve in the proposed position for the stated period of the service; and (c) prior work experience with the Offeror, if applicable. Letters of commitment of proposed key personnel must not exceed one (1) page in length per person (separate from the page limit for CVs).

(b) Management Capability

The Offeror must describe its organizational knowledge and capability to effectively implement the proposed approach, including home office support, organizational experience in financial sector support activities, project management capabilities, internal controls, ability to mobilize and retain staff, and capability to execute in program implementation at the national and sub-national levels.

(c) Management and Staffing Plan

The Offeror must describe plans to set up its organizational structure and office(s) with clear lines of authority and responsibilities (including home office support) to implement the activities, accomplish the results, and meet the indicator targets proposed in the PWS and the draft MEL Plan. This includes the approach to recruiting regional and local short-term technical assistance (STTA) personnel and the method to strategically use resources, local professionals, local organizations, and sub-contracts. The proposed management structure should be feasible, efficient, and should utilize North Macedonian expertise while demonstrating commitment to the building of local capacity and enhancing gender equality. It must also present a vision and strategy for program management that allows adaptation of program approaches based on program learning, experience, and inputs from both internal and external researchers and evaluators. If the Offeror anticipates using sub-awards, include the roles and responsibilities of each sub-awardee, and the lines of authority and communication. The Offeror should provide an organization chart showing the overall staffing plan as part of the management and staffing plan (Annex G). The Offeror may submit letters of commitment from partners, relevant memorandum of understanding, or teaming arrangements (Annex H). USAID discourages the use of exclusive agreements as this limits USAID's, and North Macedonia's, ability to receive the best services.

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

Additionally, each large business will submit its Small Business subcontracting goals for ensuring the maximum practicable participation of Small Business concerns in the performance of the contract. The Offeror's utilization approach will include the identification of specific small businesses which will perform work under the contract, if known; the extent of commitment to use small business concerns; and the types and amount of work to be performed by small businesses. No cost or pricing information can be included in the Technical Proposal and discussion of subcontracting goals will be limited to stating the percentages of the Offeror's total contract. *Note:* This information is separate from the required Subcontracting Plan to be made part of the contract in Section J. The Subcontracting Plan must be included as part of the Cost Proposal.

L.10 PAST PERFORMANCE (see Section M.6)

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

1. List in an annex to the technical proposal (Annex I) up to five (5) of the most recent and relevant contracts, task orders, grants or cooperative agreements (i.e., "contracts" in the following paragraphs) for the Offeror and major subcontractors for efforts similar to the work in the subject proposal. Use the format provided in Attachment J.4, Past Performance Information Form. The most relevant indicators of performance will be objectively verified contracts of similar size, scope and complexity over the past five years in sectors similar to those that will be addressed in SRMA's Statement of Objectives.
2. For all contracts listed above that are not in CPARS, provide a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, explanation of relevance to the proposed acquisition and a description of the performance to include:
 - Scope of work or complexity/diversity of tasks,
 - Primary location(s) of work,
 - Term of performance,
 - 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.)

(b) If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken (FAR 15.305(a)(2)).

(c) Describe any quality awards or certifications that indicate exceptional capacity to achieve the objectives described in the Statement of Objectives. This information is not included in the page limitation.

L.11 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

Offerors must submit a separate Cost Proposal and include the following information. Offerors do not have to sequentially number pages in the Cost Proposal. However, they must clearly identify each section of the Cost Proposal and provide a table of contents so that the individual sections (SF 33, budget spreadsheets, budget narrative, etc. are easily identifiable). Failure to include all information, or to organize the cost proposal in the manner prescribed, may result in rejection of the proposal. The following guidance is provided with respect to the organization of the cost proposal.

(a) Part 1 - Standard Form (SF) 33 & Section B

The Offeror must submit the cover page (Section A) of this Solicitation [Standard Form (SF) 33, "Solicitation, Offer, and Award"], with blocks 12 through 18 completed, with an original signature of a person authorized on behalf of the Offeror to sign the offer. This Section of the Cost Proposal should also contain a completed Section B with costs, fee, and rate information provided. Specifically, Sections B.3, B.4, B.5 and B.8 should be filled out.

1. Instructions for Section B.4

Section B.4 should allocate costs to the six different types of costs specified therein.

For purposes of the SRMA's Activity, "leverage" is defined as resources that third-parties bring to the program that are expected to be applied to the program. The SOO (Attachment 1) uses the terms "leverage" and "additional financing" interchangeably and defines additional financing as "financing which would otherwise not have occurred without this activity." The SOO breaks down the sources of additional financing into "lending" (or the expansion of loans) under Objective 1, and "private and commercial investment" (or an increase in privately-sourced financing) under Objective 2. Minimum targets for both sources of additional financing have been provided in the SOO.

2. Instructions for Section B.8

Section B.8 is where the payment schedule for fixed fee will be specified. Payment of fixed fee will be made only upon successful accomplishment of performance objectives, deliverables or outputs. Subject to the requirement to include mandatory performance objectives, deliverables or outputs in the fee payment schedule as specified below, offerors have discretion to propose up to three additional performance objectives, deliverables or outputs that are most relevant as described in the SOO. The performance objectives, deliverables and outputs, when combined, must demonstrate activity completion. If a particular performance objective, deliverable or output is not achieved, then the Contractor will not receive the associated amount of fee, as full completion of the Contract will not have been attained. Offerors must present a fee table that is comprehensive, ambitious, and beneficial to USAID and the Offeror and demonstrates completion. This completed fee table must be included in the Cost Proposal. The targets in this table must match the targets proposed in Annex B (though any fee is omitted in Annex B). The total of all fee specified in

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

Section B.8 must equal the fixed fee specified in Section B.3. Offerors must use the table in Section B.8 for their proposal of targets and fee.

(b) Part 2 - Proposed Costs/Prices

This part of the Cost Proposal must include the following information: detailed budgets (in spreadsheet format using the template provided), budget notes and supporting documents (e.g. documents that support the calculation of costs included in the spreadsheets such as Negotiated Indirect Cost Rate Agreements, Cost Agreements with subcontractors, biographical data forms, etc.).

1. Detailed Budget Preparation Guidance

(a) Offerors must submit a cost proposal which will be reviewed as part of the overall evaluation as indicated in Section M. Offerors are required to submit a corresponding compensation plan for all positions identified in the management and staffing plan, including expatriate staff as well as local national positions.

Cost Elements (1) Direct Labor (Salary and Wages): FAR 31.205-6, AIDAR 731.205-6 and AIDAR 752.7007 provides for compensation for personal services. Direct labor salary/wages should be proposed in accordance with the Offeror's personnel policies, be reasonable and in the market value of the position, and must meet the regulatory requirements. Proposed salaries for expatriates must be within contractor salary threshold (CST) (see ADS 302.3.6.9 <https://www.usaid.gov/sites/default/files/documents/1868/302.pdf>) and proposed salaries for CCNs must be within the market value of the position in and salary scale for North Macedonia. A compensation plan must be submitted as an Annex to the Cost proposal.

(b) All budgets must be organized based on types of costs as set forth in the section immediately below. An overall detailed budget, in accordance with the budget template provided in Attachment 7, must be provided for the total five years of performance. In addition to the overall detailed budget, detailed breakdowns must be provided for each year of performance. In summary, the following detailed budgets must be provided in an unlocked EXCEL spreadsheet format:

- A. Overall Budget (all services for all five years);
- B. Annual Budgets (all services for each of the five years of performances);
- C. Overall Budget Category Budgets (five-year budgets for all budget categories identified in Section B.4); and
- D. Annual Budget Category Budgets (annual budgets for all budget categories identified in Section B.4).

Budget details and supporting information must be provided in sufficient detail to allow a complete and thorough analysis of cost realism.

2. Budget Line Item Headings

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

In order to undertake a meaningful comparison of cost, Offerors must use the following standard cost elements organized as specified below and as included in the budget template provided.

A. Direct Costs

1. *Personnel*
 - a. International Staff
 1. Expatriate Staff
 2. HQ Technical Staff
 - b. Local In-Country Staff
 1. Program Staff
 2. Operational Staff
2. *Fringe Benefits*
 - a. Fringe Benefits (including but not limited to fringe local staff, pooled benefits – Expatriate & HQ Staff, expat staff allowances, i.e., shipment of HHE, relocation allowances, storage of HHE, education allowance, housing allowance, post differential, vehicle shipment, consumables, etc.)
3. *Travel*
 - a. International travel
 - b. Local and domestic travel (car rental, taxis etc.)
 - c. Per Diem
4. *Equipment (unit cost greater than \$5,000)*
5. *Supplies* (equipment with a unit cost less than \$5,000, including but not limited to work stations & chairs, file cabinets, computers, cellular phones, printers, etc.). This cost category does not include office supplies, which must be included under Other Direct Costs.
6. *Contractual*
 - a. Program activities (including, but not limited to trainings, grants under contracts (this amount will be limited to no more than \$3,500,000), etc.).
 - b. Consultants (including but not limited to expatriate consultants, local consultants, studies, analyses, etc.)
7. *Other Direct Costs*
 - a. Other Direct Costs (including, but not limited to vehicle rental/lease, vehicle and equipment maintenance/fuel/repair/insurance, motorcycle fuel/maintenance/insurance, generator fuel/maintenance, professional fees – audit/legal, branding & marking, software licenses, office supplies, office rent/utilities/repairs/maintenance, security services, general communications expense, mobile/cellular communication, internet, printing/photocopying, DBA insurance, banking fees, visa/work permit, etc.)

B. Indirect Costs (as applicable based on the Offeror's NICRA or otherwise)

1. *Material Handling*
2. *Overhead*
3. *G&A*

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

C. Total Estimated Cost (Direct Cost plus Indirect Cost)

D. Fixed Fee

E. Total Estimated Cost Plus Fixed Fee

3. Budget Line Item Definitions

Personnel: FAR 31.205-6, AIDAR 731.205-46 and AIDAR 752.7007 provides for compensation for personal services. Direct salary and wages will be proposed in accordance with the Offeror's personnel policies and meet the regulatory requirements. For example, costs of long-term and short-term personnel will be broken down by person years, months, days or hours. In accordance with AIDAR 752.7001, Bio Data Sheets are required for any Key Personnel specifically identified in the cost or technical proposal.

Fringe Benefits: FAR 31.205-6 provides for allowances and services provided by the Contractor to its employees as compensation in addition to regular wages and salaries. If fringe benefits are provided for as part of a firm's indirect cost rate structure, see FAR 42.700. If not part of an indirect cost rate, a detailed cost breakdown by benefits types must be provided.

Allowances: AIDAR 752.7028 provides for differentials and allowances with further references to Standardized Regulations. For example, allowances must be broken down by specific type and by person, and must be in accordance with Offeror's policies and these regulations.

Travel, Transportation, and Per Diem: FAR 31.205-46, AIDAR 731.205-46 and AIDAR 752-7032 provide for costs for transportation, lodging, meals and incidental expenses. For example, costs must be broken down by the number of trips, domestic and international, cost per trip, per diem and other related travel costs.

Equipment and Supplies: FAR 2.101 provides for supplies as all property except land or interest in land, FAR 31.205-26 provides for material costs, and FAR 45 prescribes policies and procedures for providing Government property to Contractors, Contractors' use and management of Government property, and reporting, redistributing, and disposing of Contractor inventory. For example, costs must be broken down by types and units, and include an analysis that it is more advantageous to purchase than lease.

Consultants: FAR 31.205-33 provides for services rendered by persons who are members of a particular profession or possess a special skill and who are not officers or employees of the Contractor. For example, costs of consultants will be broken down by person years, months, days or hours.

Subcontracts: FAR 44.101 provides for any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. For every subcontract that involves development services or deliverables AND is not expected to be awarded on a fixed-

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

price basis, separate spreadsheets must be submitted for each such subcontract with the same detail, organization and format set forth above in Subsection L.12.(b)1.

Participant Training: AIDAR 752.7019 and ADS 253 provides for participant training and training in development. For example, costs must be broken down by types and participants.

Other Direct Costs: FAR 31.202 and FAR 31.205 provides for the allowability of direct costs and many cost elements. For example, costs must be broken down by types and units.

Overhead, G&A and Material Overhead: FAR 31.203 and FAR 42.700 provides for those remaining costs (indirect) that are to be allocated to intermediate or two or more final cost objectives. For example, the indirect costs and bases as provided for in an Offeror's indirect cost rate agreement with the Government, or if approved rates have not been previously established with the Government, a breakdown of bases, pools, method of determining the rates and description of costs.

Fixed Fee: FAR 15.404-4 provides for establishing the profit or fee portion of the Government pre-negotiation objective, and provides profit-analysis factors for analyzing profit or fee. For example, proposed fee with rationale supported by application of the profit-analysis factors.

4. Fixed Amounts for the Cost Proposal

Pursuant to ADS 302.3.5.7, the magnitude of the requirement is between \$ [redacted] million and \$ [redacted] million for a five year activity. This range is just an estimate provided for informational purposes to the Offerors and is not binding.

5. Indirect Costs

Some offerors may not have indirect pools, which allocate costs in the manner identified above. For those items, which the offeror does not utilize to allocate indirect costs, please identify in the proposal that these categories are not applicable.

6. Budget Notes

Budget notes are required. While the offeror has discretion to tailor the budget notes to its approach, between the detailed budgets and the budget notes, sufficient information must be provided to allow a thorough, complete and fair analysis of the costs proposed. For example, for salaries, the offeror must demonstrate the calculations and the rationale for the rates for the base daily labor rate utilized in calculating labor cost. No unburdened base daily rate may exceed the current maximum daily rate for Agencies without a USAID Contractor Salary Threshold (USAID CST) and Salary Supplements to Host Government Employees. See ADS 302.3.6.9 (<http://www.usaid.gov/policy/ads/300/302.pdf>).

7. Supporting Documents

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

The offeror must provide additional supporting budget documentation to substantiate all proposed costs. Biographical data sheets must be submitted for all named Key Personnel. Negotiated Indirect Cost Rate Agreements, from the offeror and all subpartners, must be included in the Cost Proposal.

Other supporting documentation may be submitted if the offeror believes that it is necessary to substantiate or support costs proposed by the offeror.

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

The offeror and each proposed major subcontractor must complete Section K, "Representations, Certifications, and Other Statements of Offeror," and sign and date on the last page in the space provided.

(d) Part 4 – Subcontracting Plan

If the Offeror is a large business, it must submit a Subcontracting Plan (see Attachment J. 6). Submitted Plans must address subcontracting with small business (SB), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(e) Part 5 - Joint Venture Information

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

(f) Part 6 - Evidence of Responsibility

The Contracting Officer is required to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1 with respect to the winning Offeror. As a result, the Offeror may be requested prior to award to submit additional specific information relating to the following criteria:

1. Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));
2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
3. Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective Contractor will not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

4. Have a satisfactory record of integrity and business ethics;
5. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to
6. Materials to be produced or services to be performed by the prospective Contractor and subcontractors). (See FAR 9.104-3(a);
7. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a); and
8. Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.).

The responsibility information that may be requested includes, but is not limited to, audited or certified financial statements, tax returns and other financial records necessary to establish responsibility. **Please note that this information is only required upon a specific request from the Contracting Officer or his representative.**

(g) Part 7 - Information to Support Consent to Major Subcontractors

The Offeror must address each of the elements in FAR 44.202-2 in order for proposed subcontractors to be considered by the Contracting Officer for consent of sub-Contractors to be granted with the initial award.

(h) Part 8 - Information Concerning Work-Day, Work-Week, and Paid Absences

1. The Offeror and each proposed major subcontractor must indicate the number of hours and days in its normal workday and its normal workweek, both domestically and overseas, for employees and consultants. In addition, the Offeror and each proposed major subcontractor must indicate how paid absences (US holidays, local holidays, vacation and sick) will 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 must describe their workday and workweek policies. The work-day and work-week policies and the method of accounting for paid absences for the Offeror and major subcontractors in affect at time of award will remain enforce throughout the period of the award.

(i) Part 9 – Listing of all Subcontracts, Subawards, and Resource Partners

The Offeror **must** submit a separate list of all known subcontractors, sub awardees, as well as resource partners. This list will be simple and contain each organization's name, address and contact information. This list is a separate requirement in addition to the Past Performance contact information required in Section L.10 and the discussion of subcontracts above.

L. 12 INSTRUCTIONS FOR THE PREPARATION OF BRANDING AND MARKING PLANS:

In ADS 320, Branding and Marking, offeror(s) are requested to prepare concurrently a Branding Implementation Plan (BIP) and Marking Plan (MP). **Offeror(s) must submit a BIP and MP separately only upon the explicit written request of the Contracting Officer.** The BIP and MP combined should not exceed 5 pages. The BIP and MP will not be a part of the technical evaluation. Offeror(s) will be required to submit formal and detailed Branding and Marking plans for final review before award or in the competitive range.

As part of USAID's branding initiative and to ensure that our implementing partners communicate that the assistance is from the American People, the New Marking and Branding Policy Requirements for USAID direct acquisitions were issued on January 08, 2007 per the revised ADS 320 – Branding and Marking that can be found at: <https://www.usaid.gov/ads/policy/300/320>.

The Branding Strategy (BS) concepts will support USAID's and State's strategic goals appropriate for this activity and are found at: <http://www.state.gov/s/d/rm/rls/dosstrat/2004>

Costs of Branding and Marking (ADS 320.3.6.3) should be included in the total estimated cost of the Offeror; these costs are eligible for financing if reasonable, allocable, and allowable in accordance with the applicable cost principles.

Branding Implementation Plan (BIP): The BIP, developed by the Offeror(s), describes how the program will be communicated to the beneficiaries and promoted to host-country citizens. It outlines the events (press conferences, site visits, etc.) and materials (success stories, Public Service Announcements [PSAs] etc.) the Contractor will organize and produce to assist USAID deliver the message that the assistance is from the American people. The BIP (see ADS 320.3.2.2) should specifically address the following:

- 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.
- 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,
 - VIP visits,
 - Success stories,
 - Beneficiary testimonials,
 - Professional photography,
 - PSAs,
 - Videos, and

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

- 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.
- 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,
- Spotlighting 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.

Marking Plan (MP): The MP developed by the Offeror(s), to enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with USAID Identity (see ADS 320.3.2.3). 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 USAID Identity. Where applicable, a host-country symbol or ministry logo, or another U.S. Government logo may be added.

Except for the manufacturer's trademark on a commercial item, *the corporate identities or logos of Contractors or subcontractors are not permitted on USAID-funded program materials and communications*. Please refer to section 320.3.2.3 that describes what the Marking Plan must address and 320.3.2.4 Marking Requirements for Specific Contract Deliverables. Note that marking is not required for Contractor's offices, vehicles, and non-deliverable items, such as office supplies used primarily for administration of USAID funded program (ADS 320.3.5).

[END OF SECTION L]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

(a) The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1; however, discussions may be conducted at the Contracting Officer's discretion. Offerors are advised to submit their best technical and cost proposals in the initial offer.

(b) The Government intends to evaluate Offerors in accordance with Section M of this RFP and make contract award to the responsible offeror whose proposal represents the best value to the U.S. Government. "Best value" is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical and cost factors. In accordance with FAR 15.101, the Government may use one of two Best Value approaches, Cost/Technical Tradeoff or Lowest Price Technically Acceptable. The Source Selection Authority (SSA) has determined that the "Cost/Technical Tradeoff" methodology is most appropriate for this acquisition.

This process is appropriate because of the inability to clearly define the requirements and the high degree of performance risk, which means that tradeoffs between cost and technical factors will be required, with Technical Approach, Monitoring, Evaluation and Learning Plan, Personnel and Management Approach, and Past Performance factors being significantly more important than cost/price.

(c) The submitted technical information will be evaluated by a technical evaluation committee using the technical evaluation criteria shown below. The evaluation committee may include industry experts who are not employees of the Federal Government. When evaluating the competing Offerors, the Government will consider the written qualifications/capability information provided by the Offeror, and any other information obtained by the Government through its own research.

M.2 EVALUATION FACTORS

The evaluation criteria as follows are listed in decreasing order of importance:

Technical Approach;

Effective and innovative approach to achieving programmatic results outlined in the RFP in the given timeframe. Approach is based on clear conceptual framework, including theories of change and incorporates RFP guiding principles;

Realism and appropriateness based on knowledge and understanding of the Macedonian context and Government of North Macedonia's priorities and initiatives; and Proposed approach clearly incorporates and operationalizes USAID's Journey to Self-Reliance (J2SR) policy. Specifically: Private Sector Engagement; Financing for Self-Reliance; Results Focus; and Strategic Partnership for Sustainability.

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

The technical approach is worth more than all other technical factors combined. The remaining technical factors are listed in descending order of importance

Personnel and Management Approach;

- **Organizational Chart**
 - Adequacy of key personal and staff key strengths (i.e., skills, education, and experience) vis-à-vis their roles and responsibilities in the proposal.

Past Performance

- The relevancy of the program work,
- Regional experience,
- Experience in Projects of similar scale and complexity
- Quality of past performance

As noted in Section L.6(c) above, innovation is a cross-cutting theme of this activity and the Offeror's proposal will be evaluated in every respect (i.e., across all evaluation criteria) on the degree to which it is innovative. Past Performance is broken down into two sub-factors: Overall Past Performance, and Past Performance Using Small Business Concerns.

Specific information regarding each evaluation factor and sub-factor is provided below.

M.3 TECHNICAL APPROACH

USAID will also evaluate the degree to which Offerors demonstrate creative approaches in the implementation of SRMA that lead to: enhance the quality of local tax and fee collection systems; increase local governments' capacity to access external resources from the national government or international organizations' funds and/or capital markets and banks; and improve local governments' ability to plan, manage and implement public sector revenues in compliance with GoNM's regulations.

M.4 MONITORING, EVALUATION AND LEARNING PLAN (MEL PLAN)

USAID will evaluate the quality, practicality, and realism of the Offeror's MEL Plan and the degree to which it clearly and accurately describes the quantifiable impact of proposed interventions and responds comprehensively to the Instructions described in Section L.8 above. Offerors will be evaluated on the ambitiousness of the targets set for their proposed indicators. USAID will also evaluate the degree to which Offerors demonstrate creative and innovative approaches in the monitoring, evaluation, and learning of SRMA.

M.5 PERSONNEL AND MANAGEMENT APPROACH

The Personnel and Management Approach will be evaluated based on the degree to which each component (key personnel, management capability, and management/staffing plans, both individually and collectively) comprehensively addresses the requirements of Sections L.9 and Section F, and supports the implementation of the technical approach, PWS, and the MEL Plan. USAID will also evaluate the degree to which Offerors demonstrate creative approaches in the partnering and/or management of SRMA as well as in the collaboration and partnership with other relevant USAID and other donor funded activities.

M.6 PAST PERFORMANCE

(a) Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the Offeror/Subcontractor. USAID will utilize existing databases of Contractor performance information and solicit additional information from the references provided in Section L.10 of this RFP and from other sources, if and when, the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror's performance.

(b) Adverse past performance information to which the Offeror previously has not had an opportunity to respond to, will be addressed in accordance with the policies and procedures set forth in FAR 15.3.

(c) USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current. Relevancy is defined below.

(d) The contractor performance information (including that of major subcontractors as defined above in Section L.10) determined to be relevant will be evaluated in accordance with the sub-factors and considerations set forth below.

- **Quality**, including overall performance to accomplish logistics planning, success in meeting quality objectives and consistency in meeting goals and targets.
- **Cost Control**, including forecasting costs as well as accuracy in financial reporting.
- **Schedule**, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements.
- **Management**, addressing the history of professional behavior and overall business-like concerns for the interests of the customer, including the contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements, management of key personnel, including the appropriateness of personnel for the job and prompt and satisfactory changes when problems with clients were identified.

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

- **Regulatory Compliance**, including compliance with all terms and conditions in the awards relating to applicable regulations and codes (financial, environmental, safety, and other reporting requirements).
- **Degree of Relevancy**. The most relevant indicators of performance are contracts of similar size, scope and complexity in sectors similar to those that will be addressed in SRMA's Statement of Objectives.

- (e) An Offeror's performance will not be evaluated favorably or unfavorably when:
1. The Offeror lacks relevant performance history;
 2. Information on performance is not available; or
 3. The Offeror is a member of a class of offerors where there is a provision not to rate the class against a sub factor.

When this occurs, an Offeror lacking relevant performance history is assigned a "neutral" rating. Prior to assigning a "neutral" past performance rating, the Contracting Officer may take into account a broad range of information related to an offeror's performance.

M.7 PRICE/COST EVALUATION

Proposed costs will be evaluated for cost realism, completeness, reasonableness, allowability, allocability and the competitiveness of the fee proposed. An overall evaluated price (cost plus fixed fee) will be determined and will be used as part of the tradeoff analysis in determining source selection. The evaluated cost will be based on probable cost (FAR 15.404-1(d)(2)). The amount of fixed fee proposed and the advantageousness of the fee schedule proposed in terms of incentivizing achievement of meaningful results will also be considered in the evaluation of price/cost (refer to fee table on page B-3, Section B.8). The agency reserves the right to not conduct cost analysis of any offeror whose proposal is determined to be technically unacceptable.

M.8 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.

(b) **Award:** In accordance with FAR 52.215-1(f), the Government intends to award a Contract from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the factors and sub-factors as set forth in this solicitation. This procurement also utilizes the tradeoff process set forth in FAR 15.101-1. If the Contracting Officer determines that competing technical proposals are essentially equal, cost/price factors may become the determining factor in source selection. Conversely, if the Contracting Officer determines that competing cost/price proposals are essentially equal, technical factors may become the

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

determining factor in source selection. Further, the Contracting Officer may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price, considering that technical factors are significantly more important than cost.

END OF SECTION M

ATTACHMENTS

SECTION- J **ATTACHMENT 1 – STATEMENT OF OBJECTIVES**

1. Title of Activity

The title of the activity is USAID/North Macedonia Strengthening Resource Mobilization Activity (SRMA).

2. Purpose

The purpose of this activity is to *measurably increase local governments' own-source resources and external funds and increase their budget execution rate in compliance with the Government of North Macedonia's (GoNM) budgeting and reporting requirements*. The Activity will work with local and central governments to, in order of priority, 1) enhance the quality of municipal tax and fee collection systems; 2) increase Local Government Units (LGUs)' capacity to access external resources from the national government or international organizations' funds² and/or capital markets and banks; 3) improve LGUs' ability to plan, manage and implement public sector revenues in compliance with GoNM's regulations; and 4) enhance the decentralization process.

3. Background

The U.S. government supports North Macedonia's efforts to become more self-reliant and to position itself for accession to Euro-Atlantic institutions, such as NATO and the European Union (EU). One of the central prerequisites for accession is effective governance at national and local levels, including appropriate administrative capacity to adequately co-ordinate and ensure the correct calculation, collection, payment and control of own resources to provide efficient delivery of public goods and services for its citizens.³

Of particular concern are North Macedonia's 81 local governments, which have gone through various public administration and financial reforms but have yet to become efficient and effective providers of public goods and services. Despite the fiscal decentralization process, which started in 2005, local governments have failed to develop an efficient system for revenue collection, including for property and sales taxes and service fees, which has resulted in low tax and fee collection rates and low shares of resources received from the central government.

As a result of their inability to effectively collect own-source revenues, local governments are burdened with excessive debt and are unable to deliver public goods and services or implement development projects. By the end of 2018, the municipal debt-

² Such as, but not limited to, the EU's IPA and IPARD funds, the GoNM's Innovation Fund, Infrastructure Fund, and World Bank's Municipal Loan program.

³ Chapter #33 of the Acquis: Financial and budgetary provisions

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

had reached around Euro 96 million, mostly for service contracts with the private sector.⁴ Such high levels of debt combined with low own-source revenues resulted in the bank accounts of 20 local governments being blocked, making them completely unable to access needed capital and freezing their operations and investments for which they had budgeted. The situation was so dire that in late 2018, the GoNM decided to pay 51% of the overall municipal debt to help local governments unlock their bank accounts and improve their fiscal situation. In addition, the GoNM amended the law for municipal financing to allow local governments to increase their estimated budget by only 10% of the actual revenues collected in the past three years. This move alone is expected to limit the local governments' debt burden.

Furthermore, local governments face problems accessing banking credit and development capital, because of low internal technical capability and incomplete or “unbankable” applications. There are financial resources available to local governments offered by the EU’s Instrument for Pre-Accession (IPA) assistance and the GoNM capital investment funds, among others. Between 2014 and 2020, North Macedonia is expected to receive Euro 664.2 million of IPA funds. The EU strategy paper for North Macedonia notes that the “administrative capacities of the country’s IPA structures have improved in recent years, but there are still shortcomings which have led to a backlog in procurement, a low rate of contracting and a risk of de-commitment of IPA funds.”⁵ According to consultations with a wide range of actors, local governments consistently submit low quality proposals to access IPA funds, which significantly delays the application review and approval process.

4. Theory of Change:

SRMA is based on the theory of change that *IF North Macedonia’s local governments are able to increase their collection of own-source revenue AND access external funds AND execute budgets, THEN they will be able to improve the quality of local delivery of public goods and services AND increase citizen satisfaction with the quality of public governance.*

5. Objectives

The contractor must work with local governments to *measurably increase local governments’ own-source resources and external funds and increase their budget execution rate in compliance with the Government of North Macedonia’s (GoNM) budgeting and reporting requirements.* The contractor will work with local and central governments to 1) enhance the quality of local tax and fee collection systems; 2) increase local governments’ capacity to access external resources from the national government or international organizations’ funds⁶ and/or capital markets and banks; 3) improve local governments’ ability to plan, manage and implement public sector revenues in compliance with GoNM’s regulations; and 4) enhance the decentralization process. At the end of the period of performance, the local governments must measurably demonstrate:

⁴ Public data from the Ministry of Finance

⁵ The efficient use of funds for local and regional authorities under the IPA-II regulation, EU Report, 2016

⁶ Such as, but not limited to, the EU’s IPA and IPARD funds, the GoNM’s Innovation Fund, Infrastructure Fund, and World Bank’s Municipal Loan program.

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

i. “Own-Source Revenues” Increased

- Effectiveness of tax and fee collection systems enhanced;
- Operational capacity of local tax administration strengthened;
- Public revenue accountability improved; and
- Own-source revenue increased.

ii. Greater Amounts of External Funding Accessed

- local governments’ capacity to prepare viable projects ready for funding strengthened; and
- Amount of external development funds secured by local governments increased (such as IPA and GoNM capital investment funds).

iii. Local governments’ Budget Execution Rate Increased

- Local governments’ budgetary planning and execution improved;
- Local governments’ compliance with reporting requirements improved;
- Local governments’ information sharing budget planning and execution with the public enhanced; and
- Effective system for continuous professional development of LGUs project management staff in place.

iv. Decentralization Process Enhanced

- Improved efficacy of national government processes that affect local governments' local economic development efforts; and
- Fiscal decentralization strengthened.

6. Guiding Principles

The Activity must adhere to the following principles:

- The Activity must build capacity and commitment, and help catalyze, facilitate, and leverage domestic and international funds, but will not finance public investment projects, either directly or indirectly, in part or in total.
- The Activity must align with USAID’s Private Sector Engagement policy to the maximum extent possible.⁷
- The Activity must develop a non-partisan, clear set of criteria to identify participating local governments.

⁷ <https://www.usaid.gov/sites/default/files/documents/1865/USAIDPrivate-SectorEngagementPolicy.pdf>

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

- The Activity must be results oriented and foster effective partnerships that will last beyond the life of the Activity in line with USAID's J2SR framework; sustainability of results and continuation of effective intervention is key.
- The Activity must leverage existing training resources within the GoNM to help achieve the Activity's goal and objectives and focus on the sustainability of the results and/or activities from the very beginning of the project.

[END OF STATEMENT OF OBJECTIVES]

ATTACHMENT 2- THE BRANDING STRATEGY



ATTACHMENT 3 – IEE FOR SRMA

Will be inserted at the award stage



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ATTACHMENT 4 – PAST PERFORMANCE INFORMATION SHEET

Past Performance Information (PPI) (To be completed by the offeror)

1. Contract Number:
2. Contractor (Name and Address):
3. Type of Contract: Negotiated <input type="checkbox"/> Sealed Bid <input type="checkbox"/> Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Hybrid <input type="checkbox"/> (explain)
4. Complexity of Work: Difficult <input type="checkbox"/> Routine <input type="checkbox"/>
5. Description, location, and relevancy of work:
6. Contract Dollar Value: _____ Status: Active <input type="checkbox"/> Completed <input type="checkbox"/>
7. Date of Award: _____ Contract Completion Date (including extensions): _____
8. Type and Extent of Subcontracting:
9. Name, Address, Telephone Number, and E-mail Address of the Procuring Contracting Officer and/or the Contracting Officer's Representative (and other references—e.g., Administrative Contracting Officer—if applicable):

ATTACHMENT 6 – SMALL BUSINESS VETERAN-OWNED SMALL BUSINESS, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS HUBZONE SMALL BUSINESS CONCERNS, SMALL DISADVANTAGED BUSINESS, and WOMEN-OWNED SMALL BUSINESS MODEL SUBCONTRACTING PLAN OUTLINE *

Identification Data

Contractor: _____

Address: _____

Solicitation or Contract Number: _____

Project Title: _____

Total Amount of Contract (Including Options) \$ _____

Period of Contract Performance (MO. & YR.) _____

* Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause at FAR 52.219-9 entitled "Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "SUBCONTRACT" as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

1. Type of Plan (Check One)

_____ Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract).

_____ Master plan (Goals developed for this contract; all other elements standard; must be renewed annually).

_____ Commercial products plan (Contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during year approved. Contractor must provide copy of lead agency approval).

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

The Offeror's subcontracting plan must include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The Offeror must include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan is:

\$ _____ and _____ %

(ii) Total dollars planned to be subcontracted to small business concerns is:

\$ _____ and _____ %*

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns is:

\$ _____ and _____ %*

Total dollars planned to be subcontracted to service-disabled veteran-owned small business concerns is:

\$ _____ and _____ %*

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns is:

\$ _____ and _____ %*

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns is:

\$ _____ and _____ %*

(vi) Total dollars planned to be subcontracted to women-owned small business concerns is:

\$ _____ and _____ %*

(*Expressed as a percentage of "A")

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) service-disabled veteran-owned small business,
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

(check all that apply)

Subcontracted

Supplies/Services LB SB VOSB SDVOSB HUBZone SDB WOSB

(Attach additional sheets if necessary.)

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUB Zone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUB Zone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) service-disabled veteran-owned small business,
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.)

(7) The name of the individual employed by the offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive

RFP NO.: 72016520R00001
Strengthening Resource Mobilization Activity

subcontracts in excess of \$650,000 (\$1.5 M for construction of any public facility with further subcontracting possibilities) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (1) of this clause. The reports must provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting must be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them.

SUBCONTRACTING PLAN AUTHORIZATION:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE: _____