

Request for Quote (RFQ) No.:	72016919Q00002
Issue Date:	February 27, 2019
Quote Submission Due Date:	March 14, 2019 17:00, Serbia, Belgrade local time

Dear Sir/Madam:

The United States Government, represented by the U.S Agency for International Development (USAID), through the Mission in Serbia, is seeking quotations from qualified organizations/individuals to provide technical services as described in this solicitation. USAID/Serbia anticipates awarding a firm fixed price purchase order with a period of performance of 12 months from the date of award, in order to meet mandatory as well as option deliverables as described in B.5 Statement of Work, as a result of this solicitation.

System for Award Management (SAM) https://www.sam.gov

- Individuals submitting quotes: You need to be registered to receive an award, not to submit a quote.
- Organizations submitting quotes: You must be registered prior to submitting a quote.

At the time of awarding of contract, the successful bidder must be registered in the System for Award Management (SAM) in order to conduct business with the U.S. Government. A successful registration in SAM means that the organization has obtained a DUNS number and has secured an NCAGE. The NAICS code for this contract is 541990. Registration guidance is attached.

The anticipated start date is mid-April, 2019.

Quotes must be submitted only electronically via e-mail on or before the due dates stipulated above to Mr. Branislav Bulatovic at bbulatovic@usaid.gov Mr. Albert Rexhepi at arexhepi@usaid.gov and must conform to all requirements outlined in the solicitation. Quotes received after the deadline will not be considered.

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 quote. The authority for this solicitation is found in the Foreign Assistance Act of 1961, as amended and FAR Part 13 (Simplified Acquisition Procedures).

USAID appreciates the time and effort put into preparing quotations in response to this solicitation.

Sincerely.

Carter Saunders

Regional Contracting Officer

USAID/RCO

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ATTACHMENT B – CONTINUATION OF STANDARD FORM 18

B.1 PURPOSE

The purpose of this award is to provide USAID/Serbia with Country Development Cooperation Strategy Consultancy services.

B.2 CONTRACT TYPE

The contract type is firm fixed price Purchase Order.

B.3 PERIOD OF PERFORMANCE

The period of performance for this contract is one year from date of contract award which includes one base period and one optional period. The base period is estimated to begin on/about mid-April 2019, while the optional period is estimated for the fall 2019. See B.6 for delivery dates

B.4 PLACE OF PERFORMANCE

The place of performance under this contract is Belgrade (Serbia) with the possibility of working remotely, as approved by the COR.

B.5 STATEMENT OF WORK

Background:

USAID/Serbia is a medium-sized mission and includes 43 staff (six U.S. Direct Hires [USDHs], one Eligible Family Members [EFMs], and 36 Foreign Service Nationals [FSNs].) Staff manages a life-of-project portfolio of \$64 million. USAID/Serbia obligated over \$26 million in FY 2018, which supported assistance through 16 implementing partners.

U.S. assistance to Serbia reinforces U.S. security and prosperity by fostering Serbia's development as a stable, reliable partner that advances our shared objectives of regional stability and a Europe whole, free and at peace. Along with supporting reforms needed for Serbia's European Union accession, U.S. assistance programs reduce vulnerabilities to Russian pressure, support independent media, combat transnational crime and corruption, strengthen the rule of law and judicial independence, and counter violent extremism. U.S. assistance also helps improve the business environment, establishing a level playing field for U.S. economic interests, and increases Serbia's integration into international markets. U.S. assistance also strengthens civil society's role in shaping reforms. Within resource-constrained environment, USAID continues to support Serbia's "journey to self-reliance" by developing the ability of a country, including the government, civil society, and the private sector, to plan, finance, and implement solutions to solve its own development challenges.

General Task Areas:

The Contractor will provide services in the following areas:

- Provide program-related guidance to the USAID/Serbia Program Strategy and Coordination Office (PSCO) and the Office of Democracy and Economic Growth (ODEG), in particular, revising the existing Results Framework to accommodate new and planned initiatives;
- Assist the Mission in selecting the assessments that would inform strategic decision making and developing necessary procurement documents, such as Statements of Work;
- Support CDCS development and document writing, particularly the Results Framework related narratives;
- Make recommendations on best practices and potential improvements related to the task areas.

BASE PERIOD:

During the base period, Contractor must deliver the following:

1. Deliverable: Results framework matrix revision discussion:

The Contractor shall organize and facilitate a two-day Mission workshop with Mission staff to revise, update, amend the Mission's CDCS results framework based on the comparative advantage, context change, development priorities, Country Roadmap findings, and other related documents and resources. Contractor must provide:

- An agenda that includes sources used to inform and approaches for the workshop that maximize
 Mission deliberation and that lead to Mission consensus on updated/revised framework. This
 agenda shall be provided to USAID at least two working days before the first day of the
 workshop;
- Facilitation of a two-day Mission workshop;
- A revised Results Framework matrix based on the discussions and conclusions of the workshop.

For the above deliverable, Contractor shall incorporate comments provided by USAID prior to approval, approximately 2-3 rounds of comments.

2. Deliverable: Results Framework paper development:

Based on the conclusions from deliverable #1, Contractor must develop the Results Framework narrative document (approximately 20 pages) that contains the following sections:

An Executive Summary (approximately 3 pages including the Results Framework graphic) containing the following anticipated sections, which may change based on the discussion and conclusions from the workshop:

- Using the Country Roadmap as a starting point, briefly summarize the Mission's assessment (including strengths and weaknesses) of the country's relative commitment and capacity.
- Describe the strategic choices the Mission is making and prioritization process; how will this strategy differ from its most recent strategy?

- Share the partner country's vision for addressing their own development challenges (as articulated in the host country's National Development Strategy or Plan or otherwise).
- State the USAID CDCS Goal from the Results Framework. Briefly state what the Mission expects to achieve toward that goal during strategy implementation.
- Succinctly summarize USG foreign policy and national security considerations and how such
 considerations align with or influence what our approach will be in the context of the applicable
 National Security Strategy Pillars.
- Include the Results Framework matrix.
- For each Development Objective (DO), include a summary that explains how the planned results contribute to the country's journey to self-reliance.

A Development Hypotheses and Results Framework narrative (approximately 4 pages per DO) containing the following anticipated sections, which may change based on the discussion and conclusions from the workshop:

- Goal Statement and Narrative: The goal statement should be specific about the highest level
 outcome USAID, partner country, and other development actors hope to achieve and must relate
 to the partner country's Journey to Self-Reliance. While aspirational and achieved in conjunction
 with other development actors, the USAID CDCS goal narrative should reflect USAID's strategic
 choices and where the Agency's investments will have the greatest impact.
- Development Objective (DO) Results Statement and Narrative:
 - 1. State the overarching development hypotheses for the DO. What is the rationale for the DO being proposed? Using the Country Roadmap as reference point, explain how each DO contributes to or accelerates the journey to self-reliance. How are country capacity and commitment addressed?
 - 2. Briefly explain how the IRs contributes to the achievement of the DO.
- Intermediate Results (IR) Statements and Narratives:
 - 1. For each IR, articulate how the IR contributes to the country's trajectory toward self-reliance. Based on USAID's comparative advantage and capacity and commitment vis-a-vis the IR, what are the proposed approaches?
 - 2. For each IR, does the government have the right policies in place? If so, are they being implemented? If not, why not? What does this indicate about commitment?
 - 3. For each IR, who are the local actors involved in attaining this result -- NGOs, partner government, private sector, other institutions like think tanks and universities?
- DO-specific contributions of other Donors/Development Actors

• Assumptions/Risks: At the end of each DO section, provide a bulleted list of the assumptions and risks associated with implementation. These are the contextual and/or programmatic risks to be monitored in order to determine whether or not there is a need for adaptation.

For any of the above deliverables, Contractor shall incorporate comments provided by USAID prior to approval, approximately 2-3 rounds of comments.

3. <u>Deliverable: Assessment Identification and Recommendations:</u>

The Contractor shall assist the Mission in identifying and selecting the assessments that would inform the Mission's strategic decision making (such as Inclusive Growth Diagnostic and Political Economy Assessments), further development of the CDCS, and inform future programming.

OPTIONAL PERIOD:

If the option period is exercised by the Contracting Officer, Contactor shall assist the Mission in writing the remaining sections of the CDCS document. **Only the Contracting Officer, in writing, may exercise the option period. USAID is not required to exercise the option period**:

Country Context (3 pages)

- Describe the most important factors in the country context, including challenges and opportunities relating to economic, social, political, and security factors that are critical to understanding the current operating environment. This should include the donor landscape and key actors' objectives (e.g., application of Clear Choice approach, as appropriate).
- Referencing the Mission's top-level takeaways from the Country Roadmap (building on the Executive Summary), describe in greater detail the country's overall level of self-reliance and anticipated future trajectory. Use the Country Roadmap indicators as appropriate to begin a discussion on:
 - The country's strengths and challenges on its journey to self-reliance (focusing on Country Roadmap sub-dimensions and metrics that are most relevant to the Mission's intended strategic approach).
 - O What does and does not resonate with the Mission relative to the Country Roadmap and other available evidence? What strategic choices is the Mission making given the Country Roadmap results and budgetary, foreign policy, situational constraints, and findings from assessments and evaluations?
- Discuss country transition planning.
 - Using the Agency's self-reliance framework and ADS 201mak, Identify opportunities for transition and briefly describe how the Mission will approach them during strategy implementation.

Comparative Advantage (3 pages)

Based on your assessment of the following factors, describe USAID's comparative advantage and how it aligns with the Mission's proposed strategic approach. Consider, as relevant, how the following factors justify USAID's overall strategic approach:

- The U.S. Government's relationship with the host country government: What is the Mission's overall assessment of the U.S. Government's relationship with the host country government? What are ways in which the host country government aligns with the Mission's self-reliance approach (e.g. reform agendas) and what are ways in which it diverges? How does this relationship influence how the Mission programs? What strategic linkages would the Mission seek to create or enhance?
- Level of country resources available for development and commitment and capacity to effectively mobilize them: How can the Mission help to increase capacity to mobilize these resources to achieve development outcomes in line with our strategic approach?
- Engaging the private sector: Provide a general picture of what private sector actors are doing in country or globally and how this aligns with or influences the Mission's work (intentionally or unintentionally)?
- The role of civil society and citizens: What role does civil society have in the strategic approach to hold the government accountable for country commitment and capacity?
- Efforts of other USG actors: What are the interagency partners doing in country and how do their efforts relate to the Mission's strategic approach?
- Interests of other development actors and summary of extent to which there are linkages to partner country priorities and USAID priorities (e.g., application of Clear Choice approach, as appropriate).
- a) Great Power Competition: what, if any, other major actors are exerting influence in the country and through what means? Please note any direct linkages to USAID priorities.

If using scenario planning, provide a brief synopsis of possible scenarios (changes in context) that would affect implementation. If using scenarios, use an Annex for the full scenario descriptions. Scenarios should address the implications for improving host country capacity and commitment to self-reliance.

Monitoring, Evaluation, and Learning (1 page)

Preliminarily identify any monitoring, evaluation, or learning (MEL) approaches which it may use to assess the Mission's hypotheses related to self-reliance, or contextual factors related to broader self-reliance issues in the country. MEL approaches the Mission wishes to use to operationalize specific dimensions of self-reliance should be further developed in the Mission's PMP, based on the ADS 201.3.2.16 process.

Program Resources and Priorities (1 page)

The CDCS must include program resources to inform the development of its strategy and must show its preferred prioritization for use of these resources. Missions are required to prepare two budget scenarios.

Management Resources and Structure (1 page)

Discuss management considerations (both opportunities and challenges) that could impact the Mission's ability to support a country's Journey to Self-Reliance, as appropriate.

B.6 INVOICES AND PAYMENT

The contractor is eligible to invoice in accordance with the following payment schedule:

Payment will be made in \$US currency and in accordance with 52.232-1 Payments, after each deliverable has been provided and accepted by the COR.

Deliverables	Amount	Delivery Date
Results framework matrix revision		
discussion		
Results framework paper	¢	TBD, Mid-June 2019
development	Φ	1 DD, Wild-Julie 2019
Assessment Identification and		
Development		
Optional deliverable – Writing of		
remaining sections of the CDCS	\$	TBD, September 2019
document		

B.7 PAYING OFFICE

The completed and signed SF-1034 "Voucher for Services for Other Than Personal" and relevant invoices and other documentation must be submitted electronically in pdf format to email address below: belgrade-invoices@usaid.gov.

ATTACHMENT C – PURCHASE ORDER CLAUSES

C.1 CLAUSES INCORPORATED BY REFERENCE

NUMBER	TITLE FAR (48 CFR Chapter 1)	DATE
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	(JAN 2017)
52.204-13 52.204-18	SYSTEM FOR AWARD MAINTENANCE COMMERCIAL AND GOVERNMENT ENTITY CODE	(OCT 2016)
52.204-19	MAINTENANCE INCORPORATION BY REFERENCE OF REPRESENTATIONS	(JUL 2016)
52.209-10	AND CERTIFICATIONS PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC	(DEC 2014)
52.213-4	CORPORATIONS TERMS AND CONDITIONS SIMPLIFIED ACQUISITIONS	(NOV 2015) (AUG 2018)
52.223-18	(OTHER THAN COMMERCIAL ITEMS) ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT	(4440 2011)
52.228-3	MESSAGING WHILE DRIVING WORKERS' COMPENSATION INSURANCE (DEFENSE BASE	(AUG 2011)
52.232-1	ACT) PAYMENTS	(JUL 2014) (APR 1984)
52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	(APR 1984)
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT	(121211)
	(SERVICES) (SHORT FORM)	(APR 1984)
	AIDAR (48 CFR Chapter 7)	
752.202-1	DEFINITIONS	(JAN 1990)
	ALTERNATE 72	(JUN 2009)
752.211-70	LANGUAGE AND MEASUREMENT	(JUN 1992)
752.222-70	USAID DISABILITY POLICY	(DEC 2004)
752.222-71	NONDISCRIMINATION	(JUN 2012)
752.7004	EMERGENCY LOCATOR INFORMATION	(JUL 1997)
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT	(GED 2012)
752 7006	EXPERIENCE DOCUMENTS	(SEP 2013)
752.7006	NOTICES	(APR 1984)
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	(APR 1984)
752.7009	MARKING CONVERGION OF U.S. DOLLARS TO LOCAL CURRENCY.	(JAN 1993)
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	(APR 1984)
752.7013	CONTRACTOR - MISSION RELATIONSHIPS	(OCT 1989)
752.7025	APPROVALS	(APR 1984)
752.7027	PERSONNEL POST PRIMITING	(DEC 1990)
752-7029	POST PRIVILEGES	(JUL 1993)
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION	(ADD 2014)
752 7022	REQUIREMENTS PHYSICAL FITNESS	(APR 2014)
752.7033		(JUL 1997)
752.7037 752.7038	CHILD SAFEGUARDING STANDARDS NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES OR	(AUG 2016)
132.1038	SERVICES	(OCT 2016)

C.2 ADS 302.3.5.22 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (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. 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.
- (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.

C.3 CONFIDENTIALITY AND NON-DISCLOSURE

The Contractor understands and agrees that during the course of providing the services in B.5, Contractor may routinely come into contact with documents/information of a sensitive nature that must be safeguarded from disclosure. Contractor agrees that, as a condition of performing consulting services in B.5:

- Contractor will not disclose, or cause to be disclosed, any sensitive documents without the prior consent the Contracting Officer.
- Such sensitive documents/information will be safeguarded in accordance with the best commercial practices.
- Contractor has an affirmative duty to determine whether a document(s)/information are sensitive and not subject to public release before releasing it.
- Failure to adequately safeguard such sensitive documents may result in termination of the contract.
- In the event Contractor has released any of the information covered hereby, Contractor agrees to advise the Contracting Officer as soon as practicable. That advice will identify the business organization or other entity, or individual person, to whom the information in question was divulged and the content of that information.
- the duty to safeguard the documents/information cited above is a continuing personal obligation that is not terminated or otherwise modified by change of jobs or employer.

ATTACHMENT D – PURCHASE ORDER PROVISIONS

D.1 PROVISIONS INCORPORATED BY REFERENCE

NUMBER	TITLE	DATE
	FAR (48 CFR Chapter 1)	
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES	(JAN 2017)
	THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY	
	AGREEMENTS OR STATEMENTS-REPRESENTATION	
52.204-7	SYSTEM FOR AWARDS MANAGEMENT	(OCT 2016)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE	
	REPORTING	(JUL 2016)
52.212-1	INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS	(AUG 2018)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	(APR 1991)
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	(APR 1991)

D.2 ADDITIONAL QUOTE PREPARATION INSTRUCTIONS

Quotes must be submitted electronically in accordance with the instructions provided in the cover letter of this solicitation. Late proposals will not be considered. The following documentation must be submitted as part of the quote.

D.2.1 TECHNICAL PROPOSAL

Technical proposals are limited to 5 pages. Any pages beyond this 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 (2004 – 2010). Technical proposal shall include:

- Resume of proposed Consultant;
- Description of knowledge, experience, skills and abilities; and
- Letter of commitment confirming availability of the proposed Consultant.

D.2.3 PRICE PROPOSAL

The cover page of this solicitation [Standard Form (SF) 18] must be completed and signed and submitted with the quote. A completed copy of the representations and certifications at FAR 52.204-8 (Section D.5 below) must also be submitted with the quote. The Offeror must include all cost related to fulfilling of deliverables within each deliverable such as: Travel to Belgrade, Serbia, Lodging, Per-diem, Local transportation, Communications etc.

A proposed payment schedule must be submitted with price proposal in "Amount". The final delivery dates will be negotiated with the successful bidder but the Offeror, by submission of a quote, that the estimated delivery period in B.6 can be met.

D.3 EVALUATION FACTORS

The Government will award a purchase order resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Knowledge: Knowledge of USG laws, policies, regulations and procedures related to international development assistance. S/he should have demonstrated experience in USAID Country Development Cooperation Strategy design and writing and project design. A working knowledge of the Balkan region and transition economies is preferred.

<u>Skills & Abilities:</u> The successful candidate will have: Ability to develop strategic plans; Ability to plan, prioritize, and carry out activities independently, within general parameters, while keeping relevant stakeholders informed; Ability to apply new theories and developments to particularly challenging problems; Ability to provide formal and informal leadership within a team, working effectively within and across agencies and stakeholders, to build consensus; Work within short time-frames and adapt approaches as necessary; Demonstrate superior written and verbal communication skills; Ability to work effectively and constructively in a multi-cultural team under significant performance pressures.

<u>Previous Experience:</u> The successful candidate will have: ten years minimum of progressively responsible professional experience in strategy and project development and a demonstrated track record in developing, negotiating, and implementing development assistance. USG-specific experience strongly preferred.

D.4 EVALUATION PROCESS

[_] (i) Paragraph (d) applies.

This procurement utilizes the "highest technically rated offeror with a fair and reasonable price" evaluation including option prices. .

USAID reserves the right to conduct a phone interview with any, all, or no candidates at its discretion.

D.5 FAR 52.212-3 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2018)
(a)
(1) The North American Industry classification System (NAICS) code for this acquisition[insert NAICS code].
(2) The small business size standard is[insert size standard].
(3) The small business size standard for a concern which submits an offer in its own name, other than or construction or service contract, but which proposes to furnish a product which it did not its manufacture, is 500 employees.
(b)
(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragra (d) of this provision applies.
(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered the System for Award Management (SAM), and has completed the Representations and Certification section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead completing the corresponding individual representations and certification in the solicitation. The offer shall indicate which option applies by checking one of the following boxes:

[_] (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) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
 - (vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
 - (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
 - (ix) 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.
 - (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
 - (xi) 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.
 - (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.
 - (xii) 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.
 - (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
 - (xiv) 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.
 - (xv) 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.

- (xvi) 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.
- (xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xviii) 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.
- (xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xx) 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.
- (xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certificati	ons are applicable as indicated by the Contracting Officer:
[Contracting Officer check as appropriate.]	ons are applicable as indicated by the contracting officer.
(i) 52.204-17, Ownership or Control	of Offerer
,	
(ii) 52.204-20, Predecessor of Offero	
(iii) 52.222-18, Certification Regarding	ng Knowledge of Child Labor for Listed End Products.
(iv) 52.222-48, Exemption from A	Application of the Service Contract Labor Standards to
Contracts for Maintenance, Calibration, o	r Repair of Certain EquipmentCertification.
(v) 52.222-52 Exemption from Appli	cation of the Service Contract Labor Standards to Contracts
for Certain ServicesCertification.	
(vi) 52.223-9, with its Alternate I, I	Estimate of Percentage of Recovered Material Content for
EPA-Designated Products (Alternate I on	ly).
(vii) 52.227-6, Royalty Information.	
(A) Basic.	
(B) Alternate I.	
(viii) 52.227-15, Representation of Li	mited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through https://www.acquisition.gov. After reviewing the SAM database 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.

(End of Provision)

D.6 DBA INSURANCE

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
Option 1	12/1/17 - 11/30/18	\$2.00	\$4.50	\$7.50/\$10.00/\$12.50 (see Notes)
Option 2	12/1/18 - 11/30/19	\$2.00	\$4.50	\$7.50/\$10.00/\$12.50 (see Notes)
Option 3	12/1/19 - 11/30/20	\$2.00	\$4.50	\$7.50/\$10.00/\$12.50 (see Notes)

Notes:

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

- 1) If at the measurement date, the percentage of USAID security payroll remains between 0-10.0% of total payroll, the security rate in the next option period will be \$7.50/\$100 employee remuneration.
- 2) If at the measurement date, the percentage of USAID security payroll is above 10.0% to 25.0% of total payroll, the security rate in the next option period will be \$10.00/\$100 employee remuneration.
- 3) If at the measurement date, the percentage of USAID security payroll exceeds 25.0% of total payroll, the security rate in the next option period will be \$12.50/\$100 employee remuneration.
- 4) The term "wages" means the money rate at which the service rendered by an employee is compensated by an employer under the contract of hiring in force at the time of the injury, including the reasonable value of any advantage which is received from the employer and included for purposes of any withholding of tax under subtitle C of the

Internal Revenue Code of 1954 [26 USC §§ 3101 et seq.] (relating to employee taxes). The term wages does not include fringe benefits, including (but not limited to) employer payments for or contribution to a retirement, pension, health and welfare, life insurance, training, social security or other employee or dependent benefit plan for the employee's or dependent's benefit, or any other employee's dependent entitlement. Maximum rate of compensation shall not exceed 200 per centum of the applicable national average weekly wage (NAWW) as calculated by the Secretary of Labor. The current NAWW can be found at http://www.dol.gov/owcp/dlhwc/nawwinfo.htm.

- 5) The new rate structure aligns DBA rates to the likelihood that specific types of contracts will incur different frequency of DBA payouts and of differing dollar amounts. Those having greater risk pay greater premiums. Those with anticipated lower risk pay lesser premiums. 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.

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.

[END OF 72016919Q00002]