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Issuance: Date:

February 12, 2020

Questions Due Date: February 20, 2020, 2:00 PM, Yerevan local time Closing Date & Time: March 10, 2020, 2:00 PM, Yerevan local time

SUBJECT: Request For Quotations (RFQ), Solicitation: 72011120Q00001, Data Collection for Rapid Assessments in 3 or 7 Consolidated Communities

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

The authority for this RFQ is found in the Foreign Assistance Act of 1961, as amended and FAR Part 13 (Simplified Acquisition Procedures) and FAR Part 15 (Contracting by Negotiation).

The competition under this RFQ is limited to local organizations in accordance with Section 7077 (a) "Local Competition Authority of Consolidated Appropriations Act, 2012 (P.L. 112-74)." Please also refer to Section H.12 ELIGIBILITY INFORMATION.

USAID anticipates hiring two organizations for the data collection in each of two separate groups of consolidated communities (one organization will collect data in three communities and a separate organization will collect data in seven communities, with the division of communities specified in Section C of this solicitation). **Interested organizations should apply for one or another requirement and cannot apply for both.**

The estimated period of performance is from three to four (3-4) months from the award date, o/a April 2020. The estimated value of the contract(s) to be issued under the RFQ is TBD. The Offerors are required to confirm team members' availability to perform requested services for the period of the award as specified in the Statement of Work, Section C. (from o/a April – August 2020). The authorized geographic code for procurement of goods and services under this contract is 937 and 110.

The quotations must be received by the Government on or before the closing date stated above to be considered and sent electronically to nsarkisian@usaid.gov and nsarkisian@usaid.gov. Submission of hard copies is not required.

Any questions regarding the RFQ requirements must be submitted to Ms. Narine Sarkisian, Acquisition Specialist via e-mail at nsarkisian@usaid.gov and Mr. Armen Yeghiazarian, Senior Acquisition Specialist at ayeghiazarian@usaid.gov no later than February 20, 2:00PM Yerevan local time, and must reference the solicitation number 72011120Q00001.

This RFQ in no way obligates the U.S Agency for International Development to award a contract, nor does it commit USAID to pay any cost incurred in the preparation and submission of quotations in response hereto.

Furthermore, the Government reserves the right to reject any offer, if such action is considered to be in the best interest of the Government.

Sincerely,

Deborah Perlman

Regional Contracting Officer

aboraty Perlman

USAID/Armenia

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to provide qualitative and quantitative data collection services and associated logistical support for rapid assessments.

Contract one: The work will be conducted in three communities: Akhuryan, Stepanavan, and Noyemberyan

Contract two: The work will be conducted in seven communities: Yeghvard, Shoghakat, Tskhkahovit, Jrvezh, Areni, Gorayk, and Vayk.

B.2 CONTRACT TYPE AND SERVICES

The Government expects to award more than one Firm-Fixed Price Purchase Orders. The Contractor(s) must perform the services set forth in Section C. For the consideration set forth in the contracts, the Contractor(s) shall provide the deliverables or outputs described in Section C and comply with all contract(s) requirements.

B.3 CONTRACT PRICE

The total Firm-Fixed Price of each contract is \$TBD.

B.4 PAYMENT SCHEDULE

Payment will be made in US Dollars. Terms of payment:

- 10% upon submission and USAID's acceptance of Deliverables 1 as outlined in Section C, Scope of Work.
- 25% upon submission and USAID's acceptance of Deliverables 2 as outlined in Section C, Scope of Work.
- 40% upon completion and USAID's acceptance of Deliverables 3 as outlined in Section C, Scope of Work.
- 25% upon submission and USAID's acceptance of Deliverables 4 as outlined in Section C, Scope of Work.

END OF SECTION B

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Data Collection for Rapid Assessments in 3 and 7 Consolidated Communities

Background:

USAID/Armenia is embarking on a new initiative called Local Works that aims to strengthen locally-led development in consolidated communities in Armenia. The objective of Local Works is to empower communities to identify and address their own development challenges inclusively, engaging and empowering women and youth in decision-making and leadership to advance local development priorities. As a result, consolidated communities will achieve the development outcomes they care about in the context of decentralization of power to resilient and self-sustaining communities.

The Local Works program will create opportunities to try new development approaches that are more flexible, locally responsive, and sustainable. USAID envisions that as a result of Local Works, the communities will grow into organic systems that can envision, own, and lead community development processes, and draw in the support they need to enhance their resilience and reduce dependence on the central government.

Objective:

The objective of these contracts is to provide qualitative and quantitative data collection services and associated logistical support for rapid assessments in three (3) consolidated communities, which are Akhuryan, Stepanavan, Noyemberyan; and seven (7) consolidated communities, which are Yeghvard, Shoghakat, Tskhkahovit, Jryezh, Areni, Gorayk, and Vayk.

USAID intends to award two separate contracts, with responsibility for the communities divided between the two contractors, per the division outlined above.

The goal of the Data Collection for Rapid Assessments is to measure the enabling environment in the target consolidated communities, as assessed by openness of the local authorities and level of civic participation. The final results of these assessments will inform selection of target/pilot communities for the Local Works activities.

Scope:

There are two separate requirements for the data collection for rapid assessments given the geographic spread of the target communities: one requirement for data collection is in three (3) consolidated communities, which are Akhuryan, Stepanavan, Noyemberyan; the second requirement for data collection is in seven (7) consolidated communities, which are Yeghvard, Shoghakat, Tskhkahovit, Jrvezh, Areni, Gorayk, Vayk.

Therefore, USAID anticipates hiring two organizations for the data collection in those two separate groups of consolidated communities: three (3) and seven (7).

The contractor(s) will provide qualitative and quantitative data collection services and associated logistical support in three (3) and seven (7) consolidated communities of Armenia listed above. Logistical support may include organization and facilitation of focus group discussions/town hall meetings, refreshments, transportation. Data collection services must be organized according to the methodology and instructions developed by another USAID/Armenia contractor, a research organization, and this methodology will be provided to the contractor(s) following the award. The research organization will be responsible for the questionnaire design and data analysis. The contractor(s) will work closely with the research organization to ensure quality products and coordination of the efforts.

Deliverables and Reporting Requirements for 3 Consolidated Communities (Akhuryan, Stepanavan, Noyemberyan):

1. Participation in the training conducted by the research organization and development of the work plan: Following an in-brief with USAID/Armenia and the research organization, selected contractor staff must participate in a training delivered by the research organization to learn about the methodology, data collection tools and sampling instructions to be used for data collection so that the contractor will be able to deliver the training for enumerators. Upon completion of the training the contractor must submit a detailed work plan to USAID/Armenia based on the methodology and tools provided by the research organization.

USAID/Armenia will review the work plan and provide comments within *five business days*. Once the contractor receives this feedback, it will submit a revised work plan within *three business days*.

2. Training of enumerators: The contractor must train enumerators to collect high quality data. A strong training must address data quality, and sample selection methods and instructions. The data collection protocol, or guide (developed by the research organization), that describes how enumerators should collect data and include instructions for resolving situations that deviate from the plan will be used for this training. The deliverable will be the completed training.

The above-mentioned deliverable should be completed within 15 days after work plan approval.

- **3. Completed data collection tools:** Within *10 days* after completion of the data collection by the Contractor, the team lead must deliver completed data collection tools for three communities. Prior to submission, the contractor must run data quality assurance measures as instructed by the research organization.
- **4. FG discussions and transcriptions:** approximately twelve (12) focus group discussions must be organized in three (3) communities. Within *10 days* of the data collection, the contractor team lead must submit transcriptions of all focus group discussions based on a format agreed-upon with USAID/Armenia.

All deliverables should be written in Armenian, except for the work plan that must be submitted in English.

Illustrative Timeline: 3.5 months starting o/a April 2020.

Summary of Deliverables for 3 Consolidated Communities:

Item/Sub Number	Description
1	Participation in the training conducted by the research organization and development of the work plan.
,	Training of enumerators based on the instructions provided by the research organization.
3	Completed questionnaires for 3 consolidated communities.
/1	Organization of 12 focus group discussions and transcripts in 3 communities.

Deliverables and Reporting Requirements for 7 Consolidated Communities (Yeghvard, Shoghakat, Tskhkahovit, Jrvezh, Areni, Gorayk, Vayk):

1. Participation in the training conducted by the research organization and development of the work plan: Following an in-brief with USAID/Armenia and the research organization, selected contractor staff must participate in a training delivered by the research organization to learn about the methodology, data collection tools and sampling instructions to be used for data collection, so that the contractor will be able to deliver the training for enumerators. Upon completion of the training the contractor must submit a detailed work plan to USAID/Armenia based on the methodology and tools provided by the research organization.

USAID/Armenia will review the work plan and provide comments within *five business days*. Once the contractor receives this feedback, it will submit a revised work plan within *three business days*.

2. Training of enumerators: The contractor must train enumerators to collect high quality data. A strong training must address data quality, and sample selection methods and instructions. The data collection protocol, or guide (developed by the research organization), that describes how enumerators should collect data and include instructions for resolving situations that deviate from the plan will be used for this training. The deliverable will be the completed training.

The above-mentioned deliverable should be completed within 15 days after work plan approval.

3. Completed data collection tools: Within *10 days* after completion of the data collection by the Contractor, the team lead must deliver completed data collection tools for seven communities. Prior to submission, the contractor must run data quality assurance measures as

instructed by the research organization.

4. FG discussions and transcriptions: approximately twenty-eight (28) focus group discussions must be organized in seven (7) communities. Within **20** *days* of the data collection, the contractor team lead must submit transcriptions of all focus group discussions based on a format agreed-upon with USAID/Armenia.

All deliverables should be written in Armenian, except for the work plan that must be submitted in English.

Summary of Deliverables for 7 Consolidated Communities:

Item/Sub Number	Description	
I I	Participation in the training conducted by the research organization and development of the work plan.	
,	Training of enumerators based on the instructions provided by the research organization.	
3	Completed questionnaires for 7 consolidated communities.	
71	Organization of 28 focus group discussions and transcripts in 7 communities.	

Illustrative Timeline: 4 months starting o/a April 2020.

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 POLICY

In accordance with provision D.1 above, and where applicable, the Contractor shall 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 8, 2007) at http://www.usaid.gov/policy/ads/300/320.pdf; and USAID "Graphic Standards Manual" available at www.usaid.gov/branding, or any successor branding policy.

D.3 BRANDING STRATEGY

Per ADS 320.3.2.1, the Branding Strategy for this contract is as follows:

Program Name: Data Collection for Rapid Assessments in Three/Seven

Consolidated Communities

Branding: The branding shall incorporate the message: The assistance

is "from the American People"

Desired Level of Visibility: USAID identity must be prominently displayed on:

structures, electronic commodities, and equipment; printed, audio, visual or public communications; studies, reports, publications, web sites, and all promotional and informational products; and

events.

Organizations to be Acknowledged: The branding may acknowledge other organizations deemed as partners of an event or deliverable. The Contractor's name will not be included.

END OF SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER TITLE DATE

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

52.246-4 Inspection of Services – Fixed-Price (AUG 1996)

E.2 INSPECTION AND ACCEPTANCE

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

USAID/Armenia 1 American Avenue Yerevan 0082, Armenia

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

END OF SECTION E

SECTION F – DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance for this contract is from three to four (3-4) months from the effective date of the award.

F.2 PLACE OF PERFORMANCE

The Contractor shall perform the services in the Republic of Armenia.

F.3 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance shall be conducted in accordance with the performance standards set forth in FAR 42.15, Contractor Performance Information, and corresponding contract Sections C. and F. This report, conducted jointly by the Contracting Officer Representative (COR) and the Contracting Officer, shall form the basis of the Contractor's permanent performance record with regard to this contract.

F.4 KEY PERSONNEL

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

Name(s)*	Title(s)*
TBD	TBD

(*To be specified by the Offeror and incorporated into the contract at time of award)

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

F.5 REPORTS, DELIVERABLES OR OUTPUTS, PROGRESS REPORTING REQUIREMENTS

In addition to the requirements set forth for submission of reports in Sections I and J, and in accordance with AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall furnish reports and deliverables described in Section C. of the Solicitation to the USAID/Armenia COR.

F.6 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEP 2013)

- (a) Contract Reports and Information/Intellectual Products.
- (1) Within thirty (30) calendar days of obtaining the Contracting Officer Representative's approval, the contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that (1) describe the planning, design, implementation, evaluation, and results of development assistance; and (2) are generated during the life cycle of development assistance programs or activities.) The Contractor must also submit copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:
 - (i) Time-sensitive materials such as newsletters, brochures or bulletins.
- (ii) The contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.
- (2) Within thirty (30) calendar days after completion of the contract, the contractor must submit to the DEC any reports that have not been previously submitted and an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.
- (b) Submission requirements. The contractor must review the DEC Web site for the most up-to-date submission instructions, including the DEC address for paper submissions, the document formatting and the types of documents to be submitted. The submission instructions can be found at: https://dec.usaid.gov.

(1) Standards.

- (i) Material must not include financially sensitive information or personally identifiable information (PII) such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission.
 - (ii) All submissions must conform to current USAID branding requirements.
- (iii) Contract reports and information/intellectual products can be submitted in either electronic (preferred) or paper form. Electronic documentation must comply with Section 508 of the Rehabilitation Act of 1973.
- (iv) The electronic submissions must consist of only one electronic file, which comprises the complete and final equivalent of the paper copy. In the case of databases and computer software the submissions must also include necessary descriptive information, e.g.,

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

- (v) Electronic documents must be in one of the National Archives and Records Administration (NARA)-approved formats as described in NARA guidelines related to the transfer of permanent E-records. (See http://www.archives.gov/records-mgmt/initiatives/transfer-to-nara.html).
- (2) Essential bibliographic information. Descriptive information is required for all Contractor products submitted. The title page of all reports and information products must include the contract number(s), contractor name(s), name of the USAID Contracting Officer's Representative, the publication or issuance date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as a separate cover sheet, the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

END OF SECTION F

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICES AND PAYMENT

Claims for payment under this contract must be submitted to the USAID/Armenia Financial and Administrative Management Office. The Contractor must submit a signed SF-1034 Public Voucher for Purchases, Services Other Than Personal, and SF-1034A continuation, (if necessary). Each voucher shall be identified by:

- (a) Name of the contractor;
- (b) Date and invoice number;
- (c) USAID contract number:
- (d) Description, price, quantity, period of services rendered;
- (e) Contact name, telephone and fax number;
- (f) Other substantiating documentation or information required by the contract.

Invoice with required supporting documents may be submitted either through paper or electronic in a Portable Document File (PDF) format through an electronic mailbox. The mailbox address is armeniapayments@usaid.gov. Electronic submission (PDF format) are encouraged and do not require subsequent transmittal of original paper invoices.

One copy of the voucher and the invoice shall also be submitted to the COR.

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is USAID/Armenia Office of Acquisition and Assistance:

Attn: Deborah Perlman Regional Contracting Officer USAID/Armenia 1 American Avenue Yerevan 0082, Armenia

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative (COR) for the contract (TBD) will be appointed by the Contracting Officer in a separate designation letter. The COR is responsible for providing technical directions to the Contractor, as defined herein, accepting deliverables, and providing administrative approval for payment.

G.4 PAYING OFFICE

The Paying Office is:

Financial and Administrative Management Office (FAMO) USAID/Armenia
1 American Avenue
Yerevan 0082, Armenia

G.5 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.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall 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, schedules shall be made only by the Contracting Officer.

- (c) The COR is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.
- (d) In the absence of the designated COR, the COR may designate the alternate COR to perform in his(her) place. However, such action to direct an individual to act in the COR's stead shall immediately be communicated to the Contractor and the Contracting Officer.
- (e) Contractual Problems Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to, the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.
- (f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to be a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.6	CONTRACTOR'S PAYMENT ADDRES	SS
		

END OF SECTION G

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 937 and 110.

H.2 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)

- (a) Except as may be specifically approved by the Contracting Officer, the Contractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 "Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds." The authorized source for procurement is Geographic Code 937 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.
- (b) Ineligible goods and services. The Contractor must not procure any of the following goods or services under this contract:
 - (1) Military equipment
 - (2) Surveillance equipment
 - (3) Commodities and services for support of police and other law enforcement activities
 - (4) Abortion equipment and services
 - (5) Luxury goods and gambling equipment, or
 - (6) Weather modification equipment.
- (c) Restricted goods. The Contractor must obtain prior written approval of the Contracting Officer or comply with required procedures under an applicable waiver as provided by the Contracting Officer when procuring any of the following goods or services:
 - (1) Agricultural commodities,
 - (2) Motor vehicles,
 - (3) Pharmaceuticals and contraceptive items
 - (4) Pesticides,
 - (5) Fertilizer,
 - (6) Used equipment, or
 - (7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer or fails to comply with required procedures under an applicable waiver as provided by the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the contractor to refund the entire amount of the purchase.

H.3 LOGISTICAL SUPPORT

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

H.4 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

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

H.5 REPORTING OF FOREIGN TAXES

- (a) Reports. The Contractor must annually submit a report for each U. S. Government fiscal year (October 1 to September 30) by April 16 of the next year.
- (b) Contents of Report. The report must contain:
 - (1) Contractor name.
 - (2) Contact name with phone, fax and email.
 - (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 is 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 reported in the report for Lesotho (or South Africa).
 - (6) Any reimbursements received by the Contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March31.
 - (7) Report is required even if the Contractor did not pay any taxes during the report period.
 - (8) Cumulative reports may be provided if the Contractor is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of 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" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to:

COR (TBD) USAID/Armenia 1 American Avenue Yerevan 0082, Armenia

with a copy to:

FAMO/USAID/Armenia 1 American Avenue Yerevan 0082, Armenia

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

H.6 752. 222-70 USAID DISABILITY POLICY (DECEMBER 2004)

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

following website: http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf.

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

H.7 752.222-71 NONDISCRIMINATION (JUN 2012)

FAR Part 27 and the clauses prescribed in that part prohibit contractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices.

USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID

prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of harassment, either sexual or nonsexual, of any employee or applicant for employment. Contractors are required to comply with the nondiscrimination requirements of the FAR.

In addition, the Agency strongly encourages all its contractors (at all tiers) to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection on these expanded bases, subject to applicable law.

H.8 752.7034 ACKNOWLEDGMENT AND DISCLAIMER (DEC 1991)

- (a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this contract, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgments should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows: "This [publication, video or other information/media product (specify)] was made possible through support provided by the Office of [], Bureau for [], U.S. Agency for International Development, under the terms of Contract No. []. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."
- (b) Unless the Contractor is instructed otherwise by the cognizant technical office publications, videos or other information/media products funded under this contract and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent/appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.

H.9 752.7036 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)

a) Definitions

"USAID Implementing Partner Notices (IPN) Portal for Acquisition ("IPN Portal")" means the single point where USAID posts universal bilateral modifications, which can be accessed electronically by registered USAID contractors. The IPN Portal is located at https://sites.google.com/site/ipnforacquisitions/.

"IPN Portal Administrator" means the USAID official designated by the M/OAA Director, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Acquisition.

"Universal bilateral modification" means modifications such as those that update or incorporate new FAR or AIDAR clauses, other terms and conditions, or special requirements that affect all awards or a class of awards as specified in the Agency notification of such terms and conditions

or special requirements.

- b) By submission of an offer and execution of a contract, the Offeror/Contractor acknowledges the requirement to:
 - (1) Register with the IPN Portal if awarded a contract resulting from this solicitation, and
 - (2) Receive universal bilateral modifications to this contract and general notices via the IPN Portal.
- c) Procedure to register for notifications.

Go to: https://sites.google.com/site/usaidipnforacquisitions/ and click the "Register" button at the top of the page. Contractor representatives must use their official organization email address when subscribing, not personal email addresses.

d) Processing of IPN Portal Modifications

The contractor may access the IPN Portal at any time to review all IPN Portal modifications; however, the system will also notify the contractor by email when the USAID IPN Portal Administrator posts a universal bilateral modification for contractor review and signature. Proposed IPN Portal modifications distributed via the IPN Portal are applicable to all awards, unless otherwise noted in the proposed modification.

Within 15 calendar days from receipt of the notification email from the IPN Portal, the contractor must do one of the following:

- (1) (a) verify applicability of the proposed modification for their award(s) per the instructions provided with each modification; (b) download the modification and incorporate the following information on the SF30 form: contract number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed modification (by email or hardcopy) to the CO for signature. The contractor must not incorporate any other changes to the IPN Portal modification. Bilateral modifications provided through the IPN Portal are not effective until the both the contractor and the CO sign the modification;
- (2) Notify the Contracting Officer in writing if the modification requires negotiation of additional changes to terms and conditions of the contract; or
- (3) Notify the Contracting Officer that the contractor declines to sign the modification.

Within 30 calendar days of receipt of a signed modification from the contractor, the CO must provide the fully executed modification to the contractor or initiate discussions with the contractor.

H.10 ENVIRONMENTAL COMPLIANCE REQUIREMENTS

This activity consists of interventions entirely within the categories listed in paragraph (c)(2) "Categorical Exclusions" of Title 22 CFR Part 216. The Initial Environmental Examination (IEE) # DCN: 2019-ARM-002 has determined that these activities are categorically excluded from any further environmental review requirements.

1a) 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.

- 1b) In addition, the contractor/recipient must comply with <u>host country environmental</u> <u>regulations unless otherwise directed in writing by USAID.</u> In case of conflict between host country and USAID regulations, the latter shall govern.
- 1c) No activity funded under the contract resulting from this RFQ 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.")
- 4a) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Contracting Officer's Representative and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.
- 4b) If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.
- 4c) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

H.11 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 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.12 ELIGIBILITY INFORMATION

To be considered eligible to apply under this RFQ, the Offeror must satisfy all conditions below:

- Be organized under Armenian laws;
- Have its principal place of business in the Armenia;
- Be majority owned by individuals who are Armenian citizens or lawful permanent residents of the Armenia or be managed by a governing body, the majority of whom are Armenian citizens or lawful permanent residents of the Armenia and;
- Not be controlled by a foreign entity or by an individual or individuals who are not citizens or permanent residents of the Armenia.

The term "controlled by" means a majority ownership or beneficiary interest as defined above, or the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the organization's managers or a majority of the organization's governing body by any means, e.g., ownership, contract, or operation of law.

"Foreign entity" means an organization that fails to meet any part of the "local organization" definition. Government controlled and government owned organizations in which the recipient government owns a majority interest or in which the majority of a governing body are government employees, are included in the above definition of local organization.

USAID/Armenia will not accept quotations/proposals from individuals.

END OF SECTION H PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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752.202-1 DEFINITIONS JAN 1990

752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
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
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
752.7033	PHYSICAL FITNESS	JUL 1997
752.7037	CHILD SAFEGUARDING STANDARDS	AUG 2016
752.7038	NONDISCRIMINATION AGAINST END-USERS OF	
	SUPPLIES OR SERVICES	OCT 2016
752.7034	ACKNOWLEDGMENT AND DISCLAIMER	DEC 1991

I. 2 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT(AUG 2019)

(a) Definitions. As used in this clause-

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

Covered telecommunications equipment or services means-

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

Critical technology means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

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

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

- (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. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.
- (c) Exceptions. This clause does not prohibit contractors from providing-
 - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (d) *Reporting requirement*. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the

information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

I.3 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding []dollars.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is []dollars.

I.4 52.216-25 CONTRACT DEFINITIZATION (OCT 2010)

- (a) A Firm-Fixed Price definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a fixed-price proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-2, supporting its proposal.
- (b) The schedule for definitizing this contract is: see Sections F.1 and L.4.

- (c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.
 - (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-
 - (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
 - (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
 - (iii) Any other clauses, terms, and conditions mutually agreed upon.
 - (2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

I.5 AIDAR 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUN 2008)

- (a) Requirements for Voluntary Sterilization Program. None of the funds made available under this contract shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.
- (b) Prohibition on Abortion-Related Activities.
- (1) No funds made available under this contract will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.
- (2) No funds made available under this contract will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.
- (c) The contractor shall insert this provision in all subcontracts.

I.6 752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD (JUN 1993)

- (a) The Contractor agrees that, if after award it discovers either an actual or potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict.
- (b) The Contracting Officer shall provide the contractor with written instructions concerning the conflict. USAID reserves the right to terminate the contract if such action is determined to be in the best interests of the Government.

I.7 752.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (DEC 1991

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

- (a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self-insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.
- (b) If USAID or the Contractor has secured a waiver of DBA coverage (see AIDAR 728.305-70(a)) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.
- (c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

I.8 752.7035 PUBLIC NOTICES (DEC 1991)

It is USAID's policy to inform the public as fully as possible of its programs and activities. The contractor is encouraged to give public notice of the receipt of this contract and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows: "The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide." The contractor may call on USAID's Office of Legislative and Public Affairs (LPA) for advice regarding public Notices. The contractor is requested to provide copies of notices or announcements to the cognizant technical officer and to USAID's Office of Legislative and Public Affairs (LPA) as far in advance of release as possible.

END OF SECTION I

ATTACHMENT J. – USAID Initial Environmental Examination (IEE)

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-19	Incorporation by Reference of Representations	
	and Certifications	DEC 2014
52.204-26	Covered Telecommunications Equipment or	
	Services-Representation	DEC 2019
52.225-25	Prohibition on Contracting with Entities Engaging in Sanctioned	
	Activities Relating to Iran-Representation and Certifications	AUG 2018

K.2 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, 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.3 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 proposal or quotation:	
[list names, titles, and telephone numbers of the authorized negotiators].	

K.4 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 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.usaid.gov/business/regulations/

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
	• ,	
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS)	
	NUMBER	JUL 2013
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE	
	ACQUISITION	JAN 2017

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

The Government contemplates award of Firm-Fixed Price contract(s) resulting from this solicitation.

L.3 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 Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Administrative Contracting Office identified in Section G.2.

Hand-Carried Address:

Ms. Deborah Perlman Regional Contracting Officer USAID/Armenia 1 American Avenue Yerevan 00082, Armenia

Mailing Address:

Ms. Deborah Perlman

Regional Contracting Officer DOS/USAID 7020 Yerevan Place Washington, D.C. 20521-7020

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

L.4 GENERAL INSTRUCTIONS TO THE OFFEROR

Proposals must include both Technical and Cost proposals, and must be written in English. The Offerors should submit the proposals:

- (i) Electronically internet email attachments (5MB limit per email) compatible with .pdf, MS WORD, Excel, in a MS Windows environment. Only those pages requiring original manual signatures should be scanned and emailed as an attachment. The subject line for every such email must include the following: *Solicitation 72011120Q00001*, *Data Collection for Rapid Assessments in 3 or 7 Consolidated Communities*.
- (ii) The addresses for the receipt of electronic proposals are nsarkisian@usaid.gov and ayeghiazarian@usaid.gov
- (iii) Closing Date and Time: quotations in response to this RFQ shall be due not later than the date and time indicated on the cover page to this RFQ. Questions in response to this solicitation must be received in writing by email by the date and time stated on the cover page of this RFQ. <u>NOTE</u>: The Offeror is responsible for ensuring timely delivery of the proposal.
- a) The Offeror must submit the Standard Form, SF-18, attached to the RFQ, with an original signature of a person authorized on behalf of the Offeror to sign.
- b) Government Obligation: The US Government is not obligated to make an award or to pay for any costs incurred by the Offeror in preparation of a proposal in response hereto.
- c) Additionally, the Offeror should register in the System for Award Management (SAM) by vising the following site https://sam.gov/SAM/ and obtain a Data Universal Numbering System (DUNS) Number from Dun and Bradstreet (D&B) by using the online web form (https://fedgov.dnb.com/webform) process.

L.5 INSTRUCTIONS FOR THE PREPARATION OF THE QUOTATIONS/PROPOSALS

The proposals must address the requirements stated in Section C, SoW and consist of the Technical and Cost proposals.

Technical Proposal

The technical proposals in response to this solicitation must address and follow the technical

evaluation factors listed in Section M. Proposals must be well organized, complete, clear, and succinctly presented. Proposals shall be written in English and typed on standard A4 size paper, single spaced, Times New Roman 12 point font. The technical proposals must not exceed 4 pages, excluding attachments such as Level of Effort (LoE) chart and CVs, which should be included as Annexes.

USAID anticipates hiring two organizations for the data collection in the two separate groups of consolidated communities (one organization will collect data in three communities and a separate organization will collect data in seven communities, with the division of communities specified above). Interested organizations should apply for one or another requirement and cannot apply for both.

The Technical Proposal must include the following:

- 1. Relevant Past Performance: not to exceed 3 pages. This information shall include a list of 3-5 projects from the past 3 years that are similar in magnitude and scope to what is contained in this statement of work, such as data collection, logistical support for organization and facilitation of focus groups or town hall meetings, and/or trainings. The list should include references/point of contacts from the relevant donor/funder and a brief description of the project. These may include either contracts or assistance instruments (grants or cooperative agreements) where the offeror was a prime or sub-awardee. Reference information must include the place of performance of the completed projects, title and overall dollar value of the project, award numbers if available, and e-mail address of the points of contact and position.
- 2. Management plan for hiring enumerators not to exceed 1 page.
- 3. LoE chart for all proposed personnel (key and non-key) to be included as an Annex.
- 4. Detailed resumes/CVs of the proposed key staff to demonstrate their qualifications and professional experiences in the relevant field. All key staff must have minimum of five years (5) of experience in project management, training/workshop facilitation, data collection coordination and organization of focus groups/town hall meetings. Letters of commitment to confirm proposed key personnel's availability for the period specified in the SOW must be included as an Annex.

Cost Proposal

The Offeror must submit a separate Cost Proposal and include the information described below:

- 1. A detailed budget in Excel spreadsheet format (with unlocked formulas) a price breakdown of costs that includes estimated level of effort for all proposed personnel), other direct and indirect costs.
- 2. A budget narrative with sufficient information to support the proposed prices and explain how costs were calculated to arrive at the firm-fixed price.

Failure to include all information requested, or to organize the proposal in the manner prescribed, may result in rejection of the proposal as being unacceptable.

END OF SECTION L

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

The Government intends to evaluate proposals in accordance with Section M of this RFQ. The Government reserves the right to reject any or all proposals, if such action is considered to be in the best interest of the Government.

Proposals will be evaluated using the best value approach in accordance with FAR 15.101.

M.2 TECHNICAL EVALUATION FACTORS

Technical Evaluation Criteria:

The criteria below reflect the requirements of this solicitation. The technical proposals will be evaluated in accordance with the evaluation criteria set forth in this solicitation. The proposals will be evaluated based on the following technical evaluation factors in descending order of importance:

- Extent to which the Offeror demonstrates successful implementation of tasks similar in magnitude, complexity and scope (will be assessed based on the past performance information).
- Extent to which the proposed management plan and proposed LoE is adequate for the requirement. Extent to which CVs for proposed key personnel demonstrate that the key personnel have the capacity and experience to carry out the proposed technical and management tasks of the requirement.

M.3 PRICE EVALUATION

Proposed prices shall be evaluated for cost realism, completeness, reasonableness, allowability, and allocability. This analysis is intended to determine the degree to which the costs included in the cost proposal are fair and reasonable. In the evaluation of the proposal, technical factors will be more important when compared to the price.

M.4 CONTRACT AWARD

The Government may award contract(s) without discussions with the Offeror in accordance with FAR 52.215-1 (f) (4), (except clarifications as described in FAR 15.306 (a)).

END OF SECTION M

US United States Agency for International Development (USAID) USAID Armenia

Request for Categorical Exclusion (RCE)

Program/Project/Activity Data

Activity/Project Name:	Local Works					
Assistance Objective:	More Participatory, Effective, and Accountable Governance					
Program Area:	Civil Society					
Country(ies) and/or Operating Unit:	Armenia/E&E					
Originating Office:	Sustainable Developmer Office (SDO)	December 12, 2018				
PAD Level IEE: Yes⊠ No□	DCN of Original RCE/IEE:	DCN: 2014-ARM-001				
Supplemental IEE: Yes No RCE/IEE Amendment: Yes No	DCN of Amendment(s):	DCN: 2014-ARM-008, 2017-ARM-006 2018-ARM-009				
If Yes, Purpose of Amendment (AMD):	Adding new Local Works activity to the PAD and adding money					
DCN(s) of All Related EA/IEE/RCE/ER(s):						
Implementation Start/End:	December 2018- September 2022	LOP: FY 14-September 2022				
Funding Amount:	AMD: \$800,000	LOP Amount: \$59,079,348.00				
Contract/Award Number (if known):						
Recommended Determination: Categorical Exclusion						
Additional Elements:						
Government to Government: Local Procurement: Donor Co-Funded:						

1. Background and Project Description

1.1. Purpose and Scope of RCE

The purpose of this amendment to PAD level RCE is to analyze potential environmental impacts and to recommend environmental determination for the Local Works Activity. This amendment increases the total budget of the PAD by \$800,000.

The added activity will entail research activities, including desk study, rapid assessments, interviews and meetings with other donors, ministries and in the communities.

1.2 Project Overview

The Local Works aims to foster locally led and owned development by creating fertile soil for consolidated communities, to be empowered and take a center-stage role in determining the most sustainable and locally-owned ways of developing into politically and economically stronger units. Despite the local communities being the bearers of this reform, the development interventions have been largely driven by the central government and donors, leaving the local communities in a passive recipient role. So limited opportunities for local communities to lead and direct this investment pose an inherent challenge in terms of fostering locally-owned development that will ultimately lead to self-reliance.

Local Works provides an excellent framework that will enable a shift of power and responsibility and devolve control to the constituents of the reform process. It will enable local actors to have a stronger voice in making current donor investments more relevant to their vision of development and progress along the road to self-reliance.

Mapping of the 52 consolidated communities: a desk study will be conducted to assess the status of 52 consolidated communities on two dimensions: 1) Donor funding and Human Capacity; and 2) Economic Opportunity Index. The latter will include community's progress in the consolidation process (3 stages of consolidation), donor & government funding levels: subsidies / subventions (targeted grants) to municipal budgets received directly from the government of Armenia; level of private sector investment; level of cost-share for donor funding; other income generated: fees collected for services, taxes, etc; geographic diversity, including Marz / municipality; number of settlements; spread of settlements: max, min and average distance from the community center, distance from former regional center and Marz center; border, elevation, mountainous); presence of USAID projects; population data (total population and % women, men, youth, girls, boys). This will help understand where the communities are in terms of their development and inform the mission's decision on reducing the number of communities from 52 to approximately 10 communities.

<u>Meetings with stakeholders to communicate the results of the desk study</u>: USAID will hold stakeholder meetings with the Ministry of Territorial Administration, GIZ, SDC, UN, EU, Peace Corps, the private sector and local organizations in Yerevan to agree upon the 10 consolidated communities.

Rapid assessments/listening tour in the approximately 10 communities: to assess the communities' willingness to become part of Local Works, gauging the local government's openness and responsiveness as well as the level of citizen participation in the communities through survey and focus group discussions. The rapid listening tours and stakeholder meetings will enable USAID to reduce from 10 to 3-5 communities.

<u>Community Selection:</u> based on the scores of the communities as a result of the Rapid assessments, USAID will make decision which communities to select as pilots and launch the listening tours.

Listening Tours: USAID/Armenia will launch listening tours in the pilot consolidated communities for them to identify their development priorities. The asset mapping exercise will help launch locally-led discussions on the communities' inventory (asset mapping), development trends, challenges and opportunities, and broader vision for the communities' way forward. This will help the communities grow into organic systems that can envision, own, and lead community development processes, and draw in the support they need through assets and networks that they cultivate, both internally and externally, ultimately enhancing their resilience and reducing dependence on the central government.

Activities	Potential Climate Risk	Climate Risk Rating*		
Local Works				
1. Desk study of 52 consolidated communities	N/A	Low		
2. Meetings with stakeholders to communicate the results of the desk study	N/A	Low		
3. Rapid assessment/quick listening in 10 consolidated communities	N/A	Low		
4. Listening tours and community mapping in selected target communities	N/A	Low		

*See Annex 1 of this RCE for further details of the climate risk screening for the activity. All activities will include existing literature review, consultations, surveys, focus group discussions, town-hall meetings, discussions with participation community inhabitants. The climate risk analysis was done using Climate Risk Screening and Management Tool.

2. Justification for Categorical Exclusion Determination

The activities under Local Works will not have an effect on the natural or physical environment and are among the classes of activities listed in 22 CFR 216.2(c) (2), namely 22 CFR 216.2(c)(2) (iii), Analyses, studies, academic or research workshops and meetings. Therefore, under §216.2(c)(1), neither an IEE nor an EA will be required for these activities.

3. Limitations of the Categorical Exclusion Determination:

This categorical exclusion does not cover classes of actions normally having a significant effect on the environment under §216.2(d):

- i. Programs of river basin development;
- ii. Irrigation and water management;
- iii. Agricultural land leveling;
- iv. Drainage projects;
- v. Large scale agricultural mechanization;
- vi. Resettlement projects;
- vii. New land development;
- viii. Penetration road building and road improvement;
 - ix. Powerplants;
 - x. Industrial plants; and
 - xi. Potable water and sewerage projects

In addition, this categorical exclusion does not cover activities that:

- Support project preparation, project feasibility studies, engineering design for activities listed in §216.2(d)(1);
- Affect endangered species;
- Provide support to extractive industries (e.g. mining and quarrying);
- Promote timber harvesting;
- Lead to construction, reconstruction, rehabilitation, or renovation work;
- Support agro-processing or industrial enterprises;
- Provide support for regulatory permitting;
- Lead to privatization of industrial facilities or infrastructure with heavily polluted property;
- Assist the procurement (including payment in kind, donations, guarantees of credit) or use (including handling, transport, fuel for transport, storage, mixing, loading,

application, clean-up of spray equipment, and disposal) of pesticides or activities involving procurement, transport, use, storage, or disposal of toxic materials--pesticides cover all insecticides, fungicides, rodenticides, etc. covered under the Federal Insecticide, Fungicide, and Rodenticide Act; and/or

• Procure or use genetically modified organisms.

Any of these actions would require a Europe and Eurasia Bureau Environmental Officer (BEO) approved amendment to the categorical exclusion.

4. Mandatory Inclusion of Environmental Compliance Requirements in Solicitations, Awards, Budgets, and Work Plans

- Appropriate environmental compliance language, including limitations defined in Section 4, shall be incorporated into solicitations and awards for categorical exclusions.
- The implementing partner shall ensure annual work plans do not prescribe activities that are defined as limitations in Section 4.

5. Revisions

Under §216.3(a)(9), if new information becomes available that indicates that activities covered by the categorical exclusion might be considered major and their effect significant, or if additional activities are proposed that might be considered major and their effect significant, this categorical exclusion determination will be reviewed and, if necessary, revised by the Mission Environmental Officer (MEO) with concurrence by the BEO. It is the responsibility of the USAID Contract Officer's Representative (COR)/Agreement Officer's Representative (AOR) to keep the MEO and BEO informed of any new information or changes in the activity that might require revision of this determination.

7. Recommended Determination for Categorical Exclusion

Approval:

Deborah Grieser, Mission Director

Clearance:

Marina Vardanyan, Mission Environmental

12/14/2018
12/14/2018
12/14/2018

Officer

Clearance:

Lusine Hakobyan, AOR/COR

Concurrence:

Mark Kamiya, Bureau Environmental Officer

12/18/2018

Distribution:

IEE/RCE File

MEO (to also provide a copy to AOR/COR)

Attachments: Annex 1: Climate Risk Screening and Management Tool for Activity/Project/Strategy Design

Annex 1

1.1: Defined or Anticipate d DOs, IRs, or sectors: civil society	1.2: Timefram e*	1.3: Geograp hy	2: Cli mat e Ris ks*	3: Adapti ve Capacit y*	4: Climat e Risk Rating of DO or IR* [Enter rating for each DO or IR* High, Moder ate, or Low]	5: Opportuniti es	6.1: Climate Risk Manage ment Options	6.2: How Climat e Risks Are Addre ssed in the Strate gy*	7: Next Steps for Projec t and/or Activi ty Desig n*	8: Accept ed Climat e Risks*
Activity 1	January, 2019 – March, 2019	52 consolid ated commun ities	N/A	N/A	Low		N/A	N/A	N/A	N/A
Activity 2	March, 2019 – May 2019	Yerevan	N/A	N/A	Low	Schedule works in a way to avoid severe weather events	N/A	N/A	N/A	N/A
Activity 3	May, 2019 – July, 2019	10 consolid ated commun ities	N/A	N/A	Low	Schedule works in a way to avoid severe weather events	N/A	N/A	N/A	
Activity 4	August 2019- January 2020	3-5 pilot commun ities	N/A	N/A	Low	Schedule works in a way to avoid severe weather events	N/A	N/A	N/A	N/A