



# USAID | ARMENIA

FROM THE AMERICAN PEOPLE

Issuance: Date: December 17, 2019  
Questions Due Date: December 23, 2019, 2:00 PM, Yerevan local time  
Closing Date & Time: January 15, 2020, 2:00 PM, Yerevan local time

**SUBJECT: Request For Proposal (RFP) No.: 72011120R00001, Research and Analysis Services for Rapid Assessments in 10 Consolidated Communities**

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

The authority for this RFP 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 RFP 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. 11 ELIGIBILITY INFORMATION.

The Government expects to award one Firm-Fixed Price Purchase Order o/a February 2020. The estimated period of performance is seven (7) months from the award date. The estimated value of the contract(s) to be issued under the RFP is TBD. The Offeror is 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 February – September 2020). The authorized geographic code for procurement of goods and services under this contract is 937 and 110.

The proposals must be received by the Government on or before the closing date stated above to be considered and sent electronically to [nsarkisian@usaid.gov](mailto:nsarkisian@usaid.gov) and [ayeghiazarian@usaid.gov](mailto:ayeghiazarian@usaid.gov). Submission of hard copies is not required.

Any questions regarding the RFP requirements must be submitted to Ms. Narine Sarkisian, Acquisition Specialist via e-mail at [nsarkisian@usaid.gov](mailto:nsarkisian@usaid.gov) and Mr. Armen Yeghiazarian, Senior Acquisition Specialist at [ayeghiazarian@usaid.gov](mailto:ayeghiazarian@usaid.gov) no later than December 23, 2019, 2:00PM Yerevan local time, and must reference the solicitation number 72011120R00001.

This RFP 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 a proposal 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,



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Deborah Perlman  
Regional Contracting Officer  
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 Research and Analysis Services for Rapid Assessments in 10 Consolidated Communities.

**B.2 CONTRACT TYPE AND SERVICES**

This is a Fixed-Price Purchase Order. The Contractor must perform the services set forth in Section C. For the consideration set forth in the contract, the Contractor shall provide the deliverables or outputs described in Section C and comply with all contract requirements.

**B.3 CONTRACT PRICE**

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

**B.4 PAYMENT SCHEDULE**

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

- 17% upon submission and USAID's acceptance of Deliverables 1 as outlined in Section C, Scope of Work.
- 35% upon submission and USAID's acceptance of Deliverables 2 as outlined in Section C, Scope of Work.
- 30% upon completion and USAID's acceptance of Deliverables 3 as outlined in Section C, Scope of Work.
- 18% 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**

### **Research and Analysis Services for Rapid Assessments in 10 Consolidated Communities**

#### **Objective:**

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 objective of this task is to provide research and analysis services for rapid assessments in 10 consolidated communities of Armenia. The final products will inform the selection of target/pilot communities for the Local Works activities.

#### **Background:**

USAID/Armenia's Local Works aims to strengthen locally led development in consolidated communities in Armenia in order to empower Armenians to take the lead in identifying and addressing their own development priorities. 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.

#### **Scope:**

The goal of the research is to assess the level of the local government's openness and responsiveness to citizens' needs and level of participation of the community residents in the decision-making process. This assessment will support USAID in selecting pilot communities for Local Works.

The contractor must:

- 1) Develop a methodology for assessing the items listed in the paragraph above;
- 2) Develop a score sheet that enumerators can use to conduct the assessment, based on that methodology;
- 3) Create and conduct a training for intermediary service organizations (ISOs, data collection contractors) on the use of protocols and research tools; and
- 4) After the data collection is complete, analyze the data and produce score sheets for 10 communities, enabling USAID to compare communities and inform selection of communities for listening exercises in pilot communities.

The contractor will not collect the data. This task will be completed by a separate contractor.

The contractor will work closely with the organizations providing logistical and data collection services to ensure quality products and coordination of the efforts.

Illustrative Timeline: 7 months

**Deliverables:**

<b>Item/Sub Number</b>	<b>Description</b>	<b>Quantity</b>
1	Work Plan	1
2	Rapid Assessment Design (including score sheet)	1
3	Training developed and conducted for ISOs based on data collection protocol/guide	1
4	Rapid Assessment Final Report and Presentation including scoresheet and profile reports for 10 communities	1

*Deliverables and Reporting Requirements*

**Work plan:** The research team will meet with USAID/Armenia for an in-briefing and discussion of the assignment, initial assumptions, questionnaire, methodology, data collection logistics, and work plan. Following the in-briefing, the contractor must submit a draft research work plan to USAID/Armenia. The work plan must include: (1) a detailed summary of all planned data collection methods delineated by research question; (2) the anticipated schedule, including pilot testing of the instruments; (3) a draft overview of logistical arrangements for completing the SOW, including conducting trainings for ISOs, data cleaning and analysis; and (4) a final list of the team members, delineated by roles and responsibilities.

**Rapid Assessment Design:** Upon approval of the work plan, the research team must submit to USAID/Armenia Rapid Assessment design and tools. This must include: (1) data collection tools; (2) data collection tools protocol(s); (3) an illustrative sampling plan with sites to be visited; (4) known limitations to the design and strategies for addressing those limitations; (5) and formats for the scoresheets and community profiles.

After the research team submits its research design, USAID/Armenia will review and provide comments within *five business days*. Once the research team receives this feedback, it must provide the revised design within *five business days*.

**Training of Intermediary Service Organizations (ISOs):** The contractor must develop a training curriculum and guide for data collection, and train ISOs to collect high quality data. The training must address data quality and clarify sample selection methods. This training will also allow the contractor to fine-tune the guide that includes sampling instructions, data quality assurance plan

and describes how the enumerators (to be trained by ISOs) should collect data and include instructions for resolving situations that deviate from the plan. The deliverables will be the written guide and completion of the training (verified by USAID).

The training and guides should be completed within *30 days* after the design is finalized.

At this point the contractor will provide the developed tools to the ISOs for data collection in the communities. The data collection and compilation of results by the ISOs is expected to take approximately three months. After that the contractor will resume its services to analyze the data.

***Rapid Assessment Final Report and Presentation:*** Within *30 days* of receipt of the data from ISOs, the research team lead must deliver Assessment Report including:

1. Completed scoresheets for 10 communities based on quantitative and qualitative data collected in the communities.
2. Profile reports for 10 communities based on agreed upon format.

USAID/Armenia is allowed up to *five days* to review and provide comments. The Research Team Leader will have an additional *five days* from the date of receipt of USAID comments to finalize the reports.

***Presentation:*** The evaluation team is expected to conduct a presentation for USAID/Armenia.

**The time frame to accomplish the deliverables is about 7 months from the date of award with estimated LOE of *130 days*.**

1. *Team Composition*

The team must possess high-quality technical skills and experience in conducting population surveys and research. The following technical requirements are required to carry out this service:

***Research Team Leader:*** The Team Leader must possess skills in evaluation, survey development, and sampling design, methods, management, and data collection implementation. The Team Leader will be responsible for the day-to-day management of the team, data collection and synthesis, presentations and reports. The Team Leader must have a minimum of 8 years of experience conducting evaluations and assessments. Fluent Armenian and English speaking and writing is required.

***Research Specialists:*** The Research Specialists must possess expertise in quantitative and qualitative methods, data analysis, sampling skills, survey design, and reporting. The Research Specialist must have a minimum of 5 years of experience in survey/assessment design and analysis. This individual will guide the training and data collection to ensure the ISOs understand the sampling methodology and are able to collect information in a reliable and valid manner. This individual will be responsible for ensuring compliance with all USG requirements for informed consent (Code of Federal Regulations, Title 45 Part 46,<sup>1</sup> especially sub-parts 46.116

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<sup>1</sup> <http://www.hhs.gov/ohrp/policy/ohrpregulations.pdf>

and 46.117 that describe general requirements for informed consent and documentation of informed consent.)

***Training Expert:*** The Training Expert must possess a minimum of 3 years of experience in developing and delivering trainings and will design and co-facilitate the training with the Research Specialists for ISOs in Armenian.

All team members must have country experience and speak Armenian fluently. The Team Leader and Research Specialist must speak, read, and write English fluently.

All team members will be required to provide a signed statement attesting to a lack of conflict of interest or describing any existing conflict of interest. They will also be required to protect respondent's privacy, secure informed consent, and ensure no risk to participants.

**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](http://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:	Research and Analysis Services for Rapid Assessments in 10 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
52.246-4	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) 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 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) AIDAR (48 CFR Chapter 7)	
52.242-15	Stop-Work Order	(AUG 1989)
752.242-70	Periodic Progress Reports	(OCT 2007)

**F.2 PERIOD OF PERFORMANCE**

The period of performance for this contract is seven (7) months from the effective date of the award.

**F.3 PLACE OF PERFORMANCE**

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

**F.4 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.5 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	Research Team Leader
TBD	Research Specialist
TBD	Training Expert

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

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Contracting Officer's 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.6 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.7 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](mailto: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 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:  
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 Technical 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 ADDRESS**

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**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 937,110.

### **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 LOGISTIC 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 March 31.
- (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 USAID DISABILITY POLICY (DECEMBER 2004) (ACQUISITION AND ASSISTANCE POLICY DIRECTIVE 04-17)**

(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](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 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 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 host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

1c) No activity funded under the contract resulting from this RFP 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.9 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 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.11 ELIGIBILITY INFORMATION**

To be considered eligible to apply under this RFP, 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 proposals from individuals.

**END OF SECTION H**

**PART II – CONTRACT CLAUSES****SECTION I – CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE****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.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC 2012
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	AUG 2019
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED,	

52.209-9	SUSPENDED, OR PROPOSED FOR DEBARMENT UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JULY 2013 JULY 2013
52.215-2	AUDIT AND RECORDS - NEGOTIATION	MAR 2009
52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT 1997
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-17	NON-DISPLACEMENT OF QUALIFIED WORKERS	MAY 2014
52.222-50	COMBATING TRAFFICKING IN PERSONS	JAN 2019
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS	OCT 2015
52.227-14	RIGHTS IN DATA – GENERAL	DEC 2007
52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS	FEB 2013
52.232-1	PAYMENTS	APR 1984
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENTS	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-13	BANKRUPTCY	JUL 1995
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	NOV 2017
52.246-4	INSPECTION OF SERVICES – FIXED-PRICE	AUG 1996
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE), ALTERNATE I (SEP 1996)	MAY 2004
52.252-4	ALTERATIONS IN CONTRACT	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

## II. A.I.D. ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

NUMBER	TITLE	DATE
	AIDAR (48 CFR Chapter 7)	
752.202-1	DEFINITIONS	JAN 1990
752.204-2	SECURITY REQUIREMENTS	FEB 1999
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
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
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
752.7033	PHYSICAL FITNESS	JUL 1997

**I.2 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS  
(OTHER THAN COMMERCIAL ITEMS) (MAY 2004)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Mar 2015)

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (AUG 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of

any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

### **I.3 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.2 and L.5.

(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.4 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.5 752.209-71 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.6 752.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)**

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**

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

**SECTION J – LIST OF ATTACHMENTS**

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)	
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2007
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications	OCT 2015

### **K.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2012)**

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

(2) The small business size standard is \$7 million.

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

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

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

(i) Paragraph (d) applies.

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

(c) (1) The following representations or certifications in ORCA 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) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
  - (iv) 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.
  - (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
  - (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
  - (vii) 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.
  - (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
  - (ix) 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.
  - (x) 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.
  - (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
  - (xii) 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.
  - (xiii) 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.
  - (xiv) 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.

- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American Act--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 \$77,494, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan – Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to –
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
- (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
- (2) The following certifications are applicable as indicated by the Contracting Officer: (Contracting Officer check as appropriate.)
- (i) 52.219-22, Small Disadvantaged Business Status.
- (A) Basic.
- (B) Alternate I.
- (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
- (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services – Certification.
- (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vi) 52.227-6, Royalty Information.
- (A) Basic.
- (B) Alternate I.
- (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA 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.

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FAR Clause Title Date Change  
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Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**K.3 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS  
(FEB 2012)**

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

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

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

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

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

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

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

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

(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years,



in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
  - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
  - (iii) In an administrative proceeding, a finding of fault and liability that results in –
    - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
    - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
  - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.
- (d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

**K.4 REPRESENTATION BY CORPORATION REGARDING A DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION (Deviation OAA-DEV-14-02c) (August 2014)**

- (a) In accordance with section 7073 of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –
- (1) “Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”; or
  - (2) Has any “unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”.

For the purposes of section 7073, it is USAID’s policy that no award may be made to any corporation covered by (1) or (2) above, unless the M/OAA Compliance Division has made a determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror Representation:

- (1) The Offeror represents that it is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) The Offeror represents that it is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**K.5 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].

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**K.6 SIGNATURE**

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

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

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

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

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

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

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

**END OF SECTION K**

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

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.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUL 2013
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003

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

The Government contemplates award of a 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 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/>

#### **L.5 GENERAL INSTRUCTIONS TO THE OFFEROR**

Proposals must contain the following: Technical and Cost, 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 72011120R00001*, Research and Analysis Services for Rapid Assessments in 10 Consolidated Communities.

(ii) The addresses for the receipt of electronic proposals are [nsarkisian@usaid.gov](mailto:nsarkisian@usaid.gov) and [ayeghiazarian@usaid.gov](mailto:ayeghiazarian@usaid.gov)

(iii) Closing Date and Time: proposals in response to this RFP shall be due not later than the date and time indicated on the cover page to this RFP. 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 RFP. NOTE: The Offeror is responsible for ensuring timely delivery of the proposal.

- a) The Offeror must submit the Standard Form (SF) 1447, attached to the RFP, 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 visiting 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 (<http://fedgov.dnb.com/webform>) process.

## **L.6 INSTRUCTIONS FOR THE PREPARATION OF THE PROPOSAL**

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

### **Technical Proposal**

The Technical proposal in response to this solicitation must address and follow the technical evaluation factors listed in Section M. The proposal must be well organized, complete, clear, and succinctly presented. Proposal shall be written in English and typed on standard A4 size paper, single spaced, Times New Roman 12 point font. The technical proposal must not exceed 3 pages, excluding attachments such as LOE chart, CVs, and past performance information, included as Annex.

The Technical Proposal, at a minimum, must include the following:

1. A brief overview of the proposed methodology, including a chart of level of effort (not to exceed 130 days of LOE for all proposed personnel). This should include the approach to sampling, type of instruments and methods.
2. Detailed resumes/CVs of the proposed key personnel to demonstrate their qualifications and professional experience in the relevant field. Letters of commitment to confirm proposed key personnel's availability for the period specified in the SOW.
3. One writing sample from the proposed Research Team Leader to assess his/her English writing and reporting skills (no more than 2-3 pages). For example, this could be the executive summary from a previous assessment and/or evaluation prepared by the Research Team Leader.
4. Relevant Past Performance Information to be included as an Annex to the technical proposal and shall contain: a listing of relevant 3-5 projects for the past 3 years that are similar in magnitude and scope to what is contained in this statement of work (not more than half page summary for each listed project) and references/point of contacts. This may include either contracts or assistance instruments (grants or cooperative agreements). 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.

### **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 (not to exceed 130 days of LOE 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 RFP. 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 proposal will be evaluated by the Technical Evaluation Committee in accordance with the evaluation criteria set forth in this solicitation. The proposal will be evaluated based on the following technical evaluation factors in the descending order of importance:

1. Extent to which the offeror's proposed methodology, including the approach to sampling, type of instruments and methods is feasible and adequate to the required scope of work and will produce the required results.
2. Extent to which credentials and reference information for proposed key personnel including management and professional experience working on similar programs, match the requirements included in the scope of work. Extent to which the proposed Research Team Leader demonstrates English writing and reporting skills in line with the requirements in the scope of work.
3. Extent to which the Offeror demonstrates the successful implementation of tasks similar in magnitude, complexity and scope.

Past performance will be evaluated on a **“Satisfactory / Unsatisfactory/ Neutral”** basis. Offerors determined to have unsatisfactory past performance will be ineligible for award.

A “Neutral” score will be given to Offerors who have no record of relevant past performance, or who have a record of relevant past performance that is not extensive. An Offeror's performance will not be evaluated favorably or unfavorably (Neutral rating) when:

- The Offeror lacks relevant performance history,
- Information on performance is not available

### **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 a Contract 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:	<b>Local Works</b>	
Assistance Objective:	More Participatory, Effective, and Accountable Governance	
Program Area:	Civil Society	
Country(ies) and/or Operating Unit:	<b>Armenia/E&amp;E</b>	
Originating Office:	Sustainable Development Office (SDO)	<b>December 12, 2018</b>
PAD Level IEE:      Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Supplemental IEE:    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> RCE/IEE Amendment: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	DCN of Original RCE/IEE:	<b>DCN: 2014-ARM-001</b>
	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	<b>LOP: FY 14-September 2022</b>
Funding Amount:	AMD: \$800,000	LOP Amount: \$59,079,348.00
Contract/Award Number (if known):		
<b>Recommended Determination:</b> Categorical Exclusion		
<b>Additional Elements:</b>		
Government to Government: <input type="checkbox"/> Local Procurement: <input checked="" type="checkbox"/> Donor Co-Funded: <input type="checkbox"/>		

## 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.

**Meetings with stakeholders to communicate the results of the desk study:** 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.

**Community Selection:** 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.

## 2.2 Climate Change Vulnerability Analysis and Climate Risk Screening

Activities	Potential Climate Risk	Climate Risk Rating*
<b>Local Works</b>		
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 Date

Clearance:    
Marina Vardanyan, Mission Environmental Officer Date

Clearance:    
Lusine Hakobyan, AOR/COR Date

Concurrence:    
Mark Kamiya, Bureau Environmental Officer Date

**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 Anticipated DOs, IRs, or sectors: civil society	1.2: Timeframe*	1.3: Geography	2: Climate Risks*	3: Adaptive Capacity*	4: Climate Risk Rating of DO or IR* [Entering rating for each DO or IR* High, Moderate, or Low]	5: Opportunities	6.1: Climate Risk Management Options	6.2: How Climate Risks Are Addressed in the Strategy*	7: Next Steps for Project and/or Activity Design*	8: Accepted Climate Risks*
Activity 1	January, 2019 – March, 2019	52 consolidated communities	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 consolidated communities	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 communities	N/A	N/A	Low	Schedule works in a way to avoid severe weather events	N/A	N/A	N/A	N/A